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The Solicitors' Journal and Reporter.

LONDON, JANUARY 17, 1891.

CURRENT TOPICS.

A TRANSFER is in course of preparation of a hundred actions to Mr. Justice ROMER for the purpose only of trial or hearing. It is expected that 20 of these will come from the list of Mr. Justice CHITTY; 30 from that of Mr. Justice NORTH; 30 from that of Mr. Justice STIRLING; and 20 from that of Mr. Justice KEKEWICH. The usual list of cases from which these hundred will be chosen will shortly be exhibited in room 136 at the Royal Courts of Justice.

NOTWITHSTANDING the fact that the lists of the Chancery Division are so full of witness actions, the only judge of that division who has, up to the present time, been hearing this class of cases—namely, Mr. Justice ROMER—has already discovered that the parties are not in all cases prepared, and that learned judge has been applied to on several days this week to allow cases to be postponed.

WE MAY venture respectfully to express a hope that the Court of Appeal will not find it necessary to sit much longer on their judgment in the case on appeal from the Vice-Chancellor of the Duchy of Lancaster, raising the question whether debentures of companies are within the Bills of Sale Act, 1878. The uncertainty as to whether *Read v. Joannon* (25 Q. B. D. 300) can be relied on is causing considerable embarrassment.

ON TUESDAY last both divisions of the Court of Appeal found themselves obliged to rise at an earlier hour than usual. One court rose at 1 o'clock and the other at 3 o'clock, on the ground, in both instances, that they had not provided themselves with a sufficient number of effective cases.

ATTENTION SHOULD be directed to the necessity, under the Companies (Winding-up) Act, 1890, of stating in every petition for the winding up of a company the amount of the company's capital. Where the capital of a London company does not exceed £10,000, the petition should also state that the registered office of the company is situate within the jurisdiction of a metropolitan county court whose district is, for the purposes of winding up, attached to the High Court, and the district should also be named.

OUR READERS should note the decision of Mr. Justice NORTH, on Tuesday last, in the case of *Re London and Yorkshire Mutual Money Club Co.* (reported on a subsequent page) as to the jurisdiction of a county court, under the Companies (Winding Up) Act, 1890. Section 1 of that Act (which came into operation on the first day

of the present year) provides (by sub-section 3) that "where the amount of the capital of a company paid up, or credited as paid up, does not exceed £10,000, and the registered office of the company is situate within the jurisdiction of a county court having jurisdiction under this Act, a petition to wind up the company, or to continue the winding up of the company under the supervision of the court, shall be presented to that county court." Section 31 provides (by sub-section 1) that "this Act shall not, except where it is expressed to have a more extended application, apply to any company which is being wound up in pursuance of an order before the commencement of this Act." Mr. Justice NORTH held that sub-section 3 of section 1 did not apply to a case in which a petition for the winding up of a company had been presented to the High Court before the Act came into operation, though the petition did not come on to be heard until after the Act had come into operation. In such a case he held that the jurisdiction to make a winding-up order was in the High Court, even though the company's paid-up capital did not exceed £10,000.

A MORE IMPORTANT point has subsequently arisen under the Companies (Winding-up) Act, 1890, and the rules framed thereunder—viz., whether the new procedure applies in cases where the capital of the company is over £10,000 and the petition for winding up was presented before, but was heard after, the coming into operation of the new Act. The rules of 1862 are (by rule 180 of the new rules) to have no effect when the winding-up order is made after the 31st of December, 1890. That being so, the machinery for winding up under the old Act is no longer in force, even if the repeal of section 81 of that Act, by the Companies (Winding-up) Act, 1890, does not altogether take away the jurisdiction. We are informed that in *Re Sensitized Opal Card Co.*, on Wednesday last, Mr. Justice NORTH held that in such a case the order will be made under the new Act, and will be dealt with as if made on a petition presented under it; and probably the other judges of the Chancery Division will follow this ruling. At the same time, the question remains how the complications which may arise from the existence of a winding up which commenced under the old Act and has to be carried on under the new Act, are to be surmounted. What is to be done in cases where a provisional liquidator has been appointed immediately on the presentation of the petition for winding up and before the hearing?

THE BANKRUPTCY ACT, 1890, omits to make any special provision with regard to bankruptcies which commenced before the first day of the present month, the day when the Act came into operation, and in general, of course, it will apply to all proceedings in such bankruptcies taken subsequent to that date. This effect of the statute, however, is naturally obnoxious to bankrupts wishing to apply for their discharge, the conditions for obtaining this being much more onerous than formerly. The possibility of their avoiding its provisions has been discussed in the case of *Re Raison* (reported elsewhere), and Mr. Justice CAVE has found reasons for allowing them to do so in the express terms of section 38 of the Interpretation Act, 1889. This provides, by sub-section (2), that the repeal of any enactment shall not "affect any right, privilege, obligation, or liability acquired, accrued, or incurred" under the enactment so repealed. Here the enactment repealed is section 28 of the Bankruptcy Act, 1883, which has hitherto regulated the discharge of bankrupts. But under that section they acquire a right to apply for a discharge, and, subject to certain restrictions, to obtain it. This right, consequently, where it has already accrued, is not affected by the repeal of the section conferring it, and in such cases—that is, where the adjudication of bankruptcy has been made before the first day of this month—the bankrupt retains the right to apply for his discharge under the former law. A decision to a similar effect has also been given by Judge STOKER in a case of *Re Grubb* at the Brentford County Court, which we report elsewhere, and an opinion was expressed that the same principle would apply where the petition had been presented before the new Act came into operation, but the adjudica-

tion of bankruptcy was made subsequently. The matter is an important one, and a case will probably soon arise calling for a fuller discussion of it. Until adjudication, the debtor acquires no actual right to apply for a discharge. Inasmuch, however, as the proceedings subsequent to the petition, which may result in giving him this right, are not under his control, it seems a reasonable construction of the Interpretation Act to extend it so as to preserve the contingent rights in connection with discharge which arise on the presentation of the petition.

ONE INCONVENIENCE which troubles solicitors at the Royal Courts might be removed if some simpler and more expeditious method could be devised for the issue of originating summonses in the Chancery Division. The present method is about the most inconvenient which human ingenuity could well have devised. Originating summonses belong essentially to chancery chambers. They are issued in great numbers and for a great variety of purposes, and they are dealt with by twelve different chief clerks. Each separate purpose for which originating summonses are issued has some separate official requirements of its own attaching to it as to form of title, respondent's names, necessary parties, form of order asked for, &c., &c. Now, the twelve chief clerks hold various opinions as to what these requirements ought to be, and each one is careful to insist on the summons being intitled, &c., &c., precisely as he thinks it should be. How is the solicitor to ascertain what will be required of him in this respect? If before issuing his summons he could consult the officials attached to the chambers in which his summons will be dealt with as to whether it is in correct form or not, his difficulty would be removed. Each set of chambers (we may assume) would know its own requirements. A solicitor, however, is precluded from making any such preliminary inquiry. The summons is not even issued at a chancery department at all, but at the Central Office, of which four-fifths of the officials have been drawn from the old common law divisions, and are necessarily ignorant of chancery chamber practice. Moreover, the absence of uniformity of practice among the chief clerks themselves renders it impossible for anyone to know whether an originating summons is in, we will not say right form (as if there were any fixed idea of rectitude to go by), but *acceptable* form, until the judge has been balloted for, and it becomes known which of the chief clerks will have to deal with it. The consequence of this uncertainty is that hundreds of these originating summonses are found on presentation at chambers to be "unacceptable," and have to be taken back to the Central Office to be amended, and often reamended afterwards, at a cost to the solicitor of five shillings for each amendment, and the further cost of an irritating waste of time over trifles. It is not easy to understand why these originating summonses should not be first assigned to a judge by ballot; then issued at the chambers of that judge; and afterwards sealed and numbered at the Central Office and a duplicate filed there. This was the practice before 1875, and it worked far better than the present system. The chief clerks, one would suppose, might easily arrange for a single judge's ballot to be kept for all the chambers. At any rate, the present system is unnecessarily troublesome to solicitors, and should be simplified if possible.

THE RECENT judgment delivered by Mr. BOMPAS, Q.C., as Recorder of Plymouth, raises an important question as to the operations of trade unions. The local secretaries of three trade unions had been prosecuted for calling upon the union men to leave the service of an employer who persisted in employing non-union men. The proceedings were taken under section 7 of the Conspiracy and Protection of Property Act, 1875 (38 & 39 Vict. c. 86), which renders liable to conviction by a court of summary jurisdiction "every person who, with a view to compel any other person to abstain from doing, or to do, any act which such other person has a legal right to do, or abstain from doing, wrongfully and without legal authority, . . . uses violence to or intimidates such other person or his wife or children, or injures his property." The position of the word "intimidates," between words denoting actual violence to the

obnoxious person or his property, would seem to indicate that it must be restricted to intimidation by means of threats of personal violence, and doubtless this construction would have been adopted but for the decisions upon the earlier enactment: 6 Geo. 4, c. 129, s. 3. The words there are: "If any person shall by violence to the person or property, or by threats or intimidation," &c. Thus the intimidation is separated from the words denoting actual violence, but, considering the strong decisions which have been given on the meaning of the term as thus placed, an inferior court, at any rate, could hardly, on the ground of a mere change in the arrangement of the words, have refused to import the same construction into the statute under consideration. According to those decisions an employer was intimidated when an attempt was made to coerce him by threats of calling out his workmen: *Walsby v. Anley* (30 L. J. M. C. 121), *Skinner v. Kitch* (L. R. 2 Q. B. 393), and these cases, as well as the similar one of *O'Neill v. Longman* (4 B. & S. 376), establish the general principle that intimidation is constituted by threats to do illegal acts. The great question, therefore, is whether it is an unlawful act for a set of men to combine to deprive the employer of servants who would otherwise be willing to work for him. Where the servants are called out during the currency of their contracts, of course no doubt can arise. This is a distinct invasion of the employer's civil rights. And Mr. BOMPAS held that the proceeding is equally illegal, although time is allowed for the contracts to expire. On this point the judgment of the majority of the court in the case of the *Mogul Steamship Co. v. Macgregor, Gow, & Co.* (37 W. R. 756), which was referred to, seems to afford little direct help. The present circumstances are very different to those of ordinary trade competition. On the other hand, Lord ESHER's dissenting judgment, which insists on the right of every trader to a "free course of trade," is in accordance with the judgments in the earlier cases above cited, where the combination to interfere with the master in his employment of labour was held to be an unlawful conspiracy. On this principle, accordingly, Mr. BOMPAS acted, and affirmed the sentences which had been inflicted by the magistrates.

WE PRINT ELSEWHERE a letter from an esteemed correspondent dealing with the effect, as regards the mortgagee's title, of payment of interest by a mortgagor who has parted with possession of the mortgaged property. An article on this subject is contributed to the current number of the *Law Quarterly Review* by Mr. MILLIDGE, of the Canadian bar, the gentleman, we presume, who appeared for the respondents on the hearing of the appeal in *Lewin v. Wilson* by the Judicial Committee of the Privy Council (11 App. Cas. 639). In that case it was decided that payment of interest by any person liable to make the payment was sufficient, under the Canadian statute corresponding to 7 Will. 4 & 1 Vict. c. 28, to keep the mortgage alive against the land. This, of course, is quite in accordance with the earlier English cases. The last-mentioned statute provides that time shall run against the mortgagee from the last payment of interest, but nothing is said as to the person by whom such payment may be made, and it has generally been assumed that, provided it is made by a person liable to pay, it is immaterial whether he is or is not in possession of the land. Such a result is, indeed, an exception from the general principle of the statutes of limitation, which run in favour of the person in possession, but till recently it was well settled law that the exception existed. An express decision to this effect was given in *Doe v. Eyre* (17 Q. B. 366), and it was followed in *Doe v. Massey* (*Ibid.* 373) and *Ford v. Ager* (11 W. R. 1073). Still more conclusive, it might be thought, was the judgment of the House of Lords in *Chimney v. Evans* (11 H. L. Cas. 115), to which our correspondent refers. On the other side, however, is the recent decision of the Court of Appeal in *Newbould v. Smith* (34 W. R. 690, 33 Ch. D. 127), according to which a payment of interest, to check the operation of the statute, must be made by a person who has an interest in the equity of redemption in the mortgaged estate. Curiously enough, none of the above cases were referred to in the arguments, and the judgments, which were delivered by COTTON, LINDLEY, and LOPES, L.JJ., make no mention of any authorities whatever. This circumstance alone is sufficient

to deprive the decision of any great weight. But it is more important to observe that it can hardly be reconciled with the more recent case of *Alison v. Friaby* (38 W. R. 65). The question there, indeed, was different, and related to the continuing liability of a surety for the mortgage debt when payments of interest had been made only by the mortgagor; but in both cases alike it was necessary to consider by whom the payment might be made. Section 8 of the Real Property Limitation Act, 1874, upon which the latter case turned, resembles 7 Will. 4 & 1 Vict. c. 28 in saying nothing on this point, but FRY, L.J., was of opinion that it was sufficient if there was a tender of money to a person entitled to receive it by any person liable to pay it. This case, of course, is not conclusive, as it lacked the element of want of possession on the part of the mortgagor; but it shews what construction has been quite recently put upon the mere requirement of payment of interest, no direction being given as to the person by whom it is to be paid. This construction, however, coupled with the fact that the want of possession on the part of the person paying was expressly held to be immaterial in *Doe v. Eyre* and subsequent cases, makes it probable, as our correspondent thinks, that *Newbould v. Smith* was not correctly decided. Mr. MILLIDGE, however, is of the contrary opinion.

THE CASE of *Maidstone Town Council v. The South-Eastern and London, Chatham, and Dover Railway Companies*, in which the Railway and Canal Commission have given judgment "against both companies jointly requiring them to draw up a single scheme by mutual arrangement" for the accommodation of passenger traffic from Maidstone to Canterbury and Dover, should be very carefully studied by all persons interested in railway traffic business. It will be remembered that Mr. TOOMER obtained a judgment in his favour from the late Railway Commissioners (see 3 Nev. & Mac. 37) on a very similar point, but that the High Court (see 2 Ex. D. 450) prohibited the commissioners from carrying out the judgment. It has since been expressly provided by section 14 of the Railway and Canal Traffic Act, 1888, that "the commissioners may order two or more companies to carry into effect an order of the commissioners, and to make mutual arrangements for that purpose, and may further order the companies, or, in case of difference, any of them, to submit to the commissioners for approval a scheme for carrying into effect the order, and when the commissioners have finally approved the scheme, they may order each of the companies to do all that it is necessary on the part and within the power of such company to carry into effect the scheme," &c. In the *Maidstone case* each of the companies brought before the court protested its own willingness to comply with the requirements of the applicants, but alleged as a reason for not so complying the want of the co-operation on the part of the other company. This is just the weakness which the Commission, in aiming at that "freedom and economy of transit from one end of the kingdom to the other," which is the object of the Traffic Acts, has been constituted to cure.

"Let no one," says the *Daily News*, "who has not had the misfortune to try a horse-dealing case be quite sure that he would not get as excited as the judge of the Derby County Court (Mr. Barber, Q.C.) in dealing, on Monday, with a suit of this kind. Perplexed and troubled beyond measure by the hard swearing of the witnesses, who declared that there was an express warranty that the horse sold was 'the best horse in England,' followed by the equally hard swearing of the witnesses who declared that there was no warranty at all, his honour finally broke forth in the following strain:—'This downright lying is sickening. I wish I could get some of you most severely punished. There is one man now being prosecuted from this district, I wish there were a dozen. I should like some of you to have the cat-o'-nine tails. If there is anything contemptible, un-English, and unmanly, it is lying. A man who tells a lie I will believe anything of. . . . Somebody has a nice sin on his conscience. The time will come when he will have to answer for it. If he is not punished in this world, he will get it in the next. I say there is a liar, and more than one, in this case, and it is a sad thing. The jury will have the unpleasant duty of saying which party is a liar. He will go branded from this court, and I hope he will be marked amongst men, and that it will be said of him, 'There goes a lying horse-dealer!'" His honour concluded his voluble and energetic harangue by promising that if anyone declared that the other had committed perjury he would offer "every facility for bringing the matter before the Public Prosecutor."

CONCERNING PARTNERSHIP ARTICLES.

I.

MODERN conveyancing differs from the ancient practice mainly in the effort which is now made to do away with the reproach, which it had justly earned, of unnecessary verbiage. The cautiousness, almost amounting to timidity, of the conveyancer of the old school induced him to omit nothing which his predecessors had set him for a precedent, and often to supplement such precedent by further words, phrases, or clauses which his own individual ingenuity or ignorance of law suggested. It was thus not uncommon to find several alternative words intended to express the same idea, without mentioning the numerous unnecessary clauses which were added, as the conveyancer would have sagely said, *ex abundanti cautela*. In the case of instruments dealing with property, such as purchase deeds, settlements, mortgages, and the like, this reproach has been largely removed, but rarely without the assistance of statutory enactment. Articles of partnership, however, seem to have been overlooked, and even the latest precedents contain many clauses which may be safely omitted. For such clauses there may have been some justification when the law of partnership was in an embryo state, but now that it is fully developed, and its leading principles have been clearly stated by the Legislature in the recent Partnership Act, 1890, their uselessness appears more obvious, and a suitable occasion seems to have arisen for drawing the attention of legal draftsmen to the modifications which may now be made in drawing a partnership agreement.

Of the advisability of putting into writing the terms of a partnership agreement there can be no serious question; yet there are many large businesses carried on in partnership without any written articles, and we cannot but think that in such cases the reluctance has arisen from acquaintance with the inordinate length of partnership articles as they are usually drawn by lawyers. We propose, in the following remarks, to consider whether many of the numerous clauses usually inserted are not unnecessary, and whether such clauses might not be safely omitted. It is true that the insertion of such clauses has been sanctioned by long usage, and that they continue to find place in the most recent conveyancing precedents, and that to suggest their omission may seem something like a bold innovation. It is, however, equally true that, even under what may now be called the ancient practice of conveyancing, they were seldom inserted without some sort of apology. Thus, we find in the 2nd edition of Bythewood's Conveyancing, by Jarman (1833), the following remark:—"Many of the clauses usually inserted do no more than express the obligations legally incident to the partnership relation." The practice of preserving such clauses in spite of this fact is, however, defended upon the ground mentioned in the following sentence:—"But they are not on this account wholly useless, as they draw the attention of the parties to the duties which they contract in becoming partners, and therefore are calculated to prevent misunderstanding (vol. 7, p. 30: see also the 4th edition by Robbins, vol. 4, p. 296, where the same view appears to be adopted). Is this a sufficient ground of defence? The chief objection to this reasoning, which still finds many supporters, is that it seems to proceed upon the assumption that persons who enter into partnership are, as a rule, ignorant of the general principles of good faith which spring from that relation. It may be doubted whether, at any rate in a trading partnership, this is really the case. It must not be forgotten that the main principles of partnership law are founded upon mercantile usage and the ordinary rules of honesty and fair dealing, and it is probably a false assumption to suppose that a trader is unaware of those principles which ought to govern his conduct, and which seem to exist quite apart from a technical knowledge of the law.

In Martin's Conveyancing, by Davidson (1844), we read in a note at p. 372 of vol. 5: "The clauses 7 and 8 [being two of the clauses which will be afterwards referred to—viz., 'to be just and faithful' and 'to give information'] express little, if anything, more than the law of partnership implies, and may be omitted if brevity is an object." Again, as to the clause relating to journeys, we read in a note at p. 373: "This clause may usually be omitted"; and to the clause "not to pledge the credit of the firm" we read at p. 375 note: "This

provision, if not expressed, would be implied by law." No attempt is apparently made in these remarks to justify the retention of these clauses, and they seem to have been retained rather in accordance with usage than because they were really necessary.

On turning, however, to the 3rd edition (1878) of Davidson's Conveyancing, we find that the learned authors attempt to justify the insertion of such "general" clauses and, while adopting the reason given by Bythewood and Jarman, add a further reason of their own:—

"These clauses may be omitted if brevity is desired. But, although they only express what would otherwise be implied by law, they are nevertheless proper to be inserted, and useful as fixing the mutual duties of the partners, and bringing those duties prominently before them. And when, according to the common practice, it is provided that the partnership may be determined by a breach of the partnership articles, then the clauses in question are useful and should not be omitted."

We have already considered the former of these two reasons, and it may perhaps be advisable to state why we consider the latter reason also insufficient. Somewhat elaborated, the latter part of the note amounts to this. Where there is a partnership for a fixed term, and a power to determine such partnership on the ground of a breach of duty by any partner, it is necessary to enumerate these duties in the form of articles, and it is better to say you have broken article 10 than to say you have, by certain acts, acted contrary to the good faith which ought to exist between partners and to the interests of the business. Now a power to determine a partnership amounts, in the case of more than two partners, to a power to expel the offending partner, and it may be doubted whether a merely literal breach of any particular article would justify expulsion unless actual misconduct was shewn. Even if expulsion in such a case were allowed by law, a case of hardship would clearly arise. The decisions on 'expulsion' clauses seem to shew that the court is loth to enforce them, unless actual misconduct is shewn, and an opportunity for explanation has been given. We, therefore, come to the conclusion that a provision for determining a partnership would not require the insertion of clauses which might otherwise be omitted. No great difficulty should be experienced in drafting a provision for expulsion which would in general terms extend to all kinds of misconduct injurious to the partnership business.

The opinion of Lord Justice LINDLEY in his work on Partnership is expressed as follows:—"In framing articles of partnership, it should always be remembered that they are intended for the guidance of persons who are not lawyers; and it is, therefore, unwise to insert only such provisions as are necessary to exclude the application of rules which apply where nothing to the contrary is said. The articles should be so drawn as to be a code of directions" (p. 411). It is, of course, against this principle of drafting that we are now protesting, for the reasons which have already been stated. Suppose the principle were followed in drawing a trust deed, say, for example, a marriage settlement where the trustees were not lawyers. It would, according to this view, be necessary to add to the usual length of such a document a series of provisions embodying the legal principles which govern the relations between trustees and their beneficiaries and between the trustees themselves. Another question arises. Do partners so constantly refer to the articles of partnership for their guidance? If they do, would such a general statement of their duties materially assist them in a difficulty? With due deference to opinions of so high authority, we submit that the reasons given for preserving such provisions are not sufficient, although their insertion may do no more harm than to unnecessarily lengthen the draft.

The inutility of many of these clauses has been brought into greater prominence by the express provisions of the Partnership Act, 1890. This Act, which came into operation on the 1st of January last, has declared some of the principles of existing law by which the conduct of partners to each other should be regulated. In urging the rejection of what we consider unnecessary clauses, reference will be therefore made to such provisions of the Act as affect them, but the chief ground will be that, quite apart from the Act, which mainly declared existing law, such clauses merely state that which the law already implies. For the sake of convenience, we will assume that our readers have on their shelves, or can readily obtain access to, the latest edition (1890) of Messrs. Key and Elphinstone's Precedents and Forms in Conveyancing.

vol. 2, Partnership, and we can then proceed to select from the common forms such clauses as it is necessary to examine, taking the marginal note to each form as a sufficient reference. It may perhaps be unnecessary to mention that in selecting this work we do so in no spirit of criticism, but rather because the excellent arrangement of the usual clauses enable us and our readers the more readily to refer to the particular clause in question and so render our meaning more clear. Moreover, it will be observed that the learned authors in their first precedent, at p. 330 note, signify that some of the very clauses which it is proposed to condemn may be omitted "if it is desired to shorten the draft," and, therefore, support our view. We propose next week to enumerate the clauses the insertion of which we shall endeavour to show is unnecessary, examining each clause on its merits, and giving a special reason for its rejection.

RECENT DECISIONS ON COUNTY COURT JURISDICTION AND PRACTICE.

THOUGH the number of decisions given on county court jurisdiction and practice during the year 1890 is not very considerable, the majority certainly are of some importance, and we believe that a collective notice of them will, therefore, prove acceptable to our readers. Growing familiarity with the provisions of the County Courts Act, 1888, many of which at first gave rise to difficult questions of construction, which have since been solved by judicial interpretation, will, we are inclined to think, gradually produce some diminution in the number of cases affecting the county courts which, year by year, the High Court is required to adjudicate upon. But, on the other hand, it must not be forgotten that the steady increase in the volume of county court litigation, to which attention has recently been called in these columns (*ante*, p. 4), may altogether falsify any such prediction, and cause an increase, instead of a reduction, in the number of county court cases annually entered for hearing in the High Court Crown Paper.

Most of the cases which we propose to notice in the present article relate to the jurisdiction of the county courts, and to these attention will first be called. In *Hubbard v. Goodley* (38 W. R. 639, 25 Q. B. D. 156) the question for consideration was whether, when a set-off, by which a claim is reduced to an amount not exceeding £50, is admitted by the plaintiff, though not by the defendant, the county court has jurisdiction to try the case, by virtue of section 57 of the County Courts Act, 1888, which provides that, "where in any action the debt or demand claimed consists of a balance not exceeding £50, after an admitted set-off of any debt or demand claimed or recoverable by the defendant from the plaintiff, the court shall have jurisdiction to try such action." In holding that the words "admitted set-off," which occur in the section just cited, mean admitted by both parties, and not merely by the plaintiff, the Queen's Bench Division have followed the case of *Walesby v. Goulston* (14 W. R. 899, L. R. 1 C. P. 567), where ERLE, C.J., was disposed, if necessary, to give a similar construction to similar words contained in section 24 of the County Courts Act, 1856.

An important question, with regard to the pecuniary limit of the derivative jurisdiction of the county courts, was determined by the Court of Appeal in *Hodgson v. Bell* (38 W. R. 325, 24 Q. B. D. 525), where it was held that an action of contract pending in the High Court, in which the sum originally claimed has been reduced below £100, by payment made after action brought, cannot be remitted to the county court, under section 65 of the County Courts Act, 1888. This construction is in harmony with that applied, in previous cases, to the corresponding provision (section 7) of the County Courts Act, 1867: *Osborne v. Homburg* (24 W. R. 161, 1 Ex. D. 48), *Foster v. Usherwood* (26 W. R. 1, 3 Ex. D. 1); and agrees with the view that has been consistently maintained in these columns (32 SOLICITORS' JOURNAL, 333, 33 SOLICITORS' JOURNAL, 5, 34 SOLICITORS' JOURNAL, 151, 190, 262). In *Weatherley v. Calder & Co.* (61 L. T. 508) it was held, in the case of a Scotch firm carrying on business in Scotland, but having a branch office within the jurisdiction of a county court, that service at the branch office with a county court summons was valid, and gave the court jurisdiction to entertain the action.

The jurisdiction of the county courts under section 119 of the County Courts Act, 1888, was considered in the three following cases. In *Badcock v. Hunt* (38 W. R. 255) the question to be determined was whether, when a judge certifies for costs on a higher scale under the 119th section, he is obliged to give his certificate on the day he makes his order, it being provided by ord. 50, r. 8, of the County Court Rules, 1889, that "when a judge certifies under section 119 of the County Courts Act, 1888, the certificate shall be entered at the end of the minutes of the court of the day on which it is given, and shall be signed by the judge." It was, however, held that where a county court judge has made an order for costs on the higher scale, but has omitted to give the certificate required by section 119 of the County Courts Act, 1888, on the same day, there is nothing in the rule above cited to prohibit his signing a certificate on a subsequent day and having it entered at the end of the minutes of the court of the day on which he gave the order. In *King v. Charing Cross Bank* (38 W. R. 287) the point for consideration was whether rule 20 of order 4 of the County Court Rules, 1889, by which a judge is allowed, in his discretion, to give costs on a higher scale "on a claim for more than £20, when less is recovered," is not affected by section 119 of the County Courts Act, 1888, which gives power to a judge to award costs on the higher scale in three specified classes of actions. It was held that these two provisions are perfectly independent, and that there is no inconsistency between them; for, while the rule deals with cases where the claim exceeds £20, but less is recovered, the section applies to cases of an entirely different class, and allows the judge to award costs on the higher scale in such cases, however small the claim may be. In the case of *Re Langlois & Biden* (*ante*, p. 126, W. N., 1890, p. 220) it was held that, when the sum claimed in an action in a county court exceeds £10, but the sum recovered is less than £10, though the costs, as between the plaintiff and the defendant, must be taxed on the lower scale prescribed in the Appendix to the County Court Rules, 1889, yet the taxing officer has a discretion, under sections 118 and 119 of the County Courts Act, 1888, to allow, upon a taxation as between the plaintiff and his solicitor, more costs than are allowed by the lower scale, though not more than are prescribed by the higher scale. This case, having been quite recently commented upon in these columns (*ante*, p. 117), does not now call for further notice. While dealing with the jurisdiction of county courts with regard to costs, it may be useful to mention that it has recently been decided, in *Heap v. Peart* (39 W. R. 95), that, where a county court is held from day to day, it rests with the judge to say whether the sittings shall be one continuous sitting or a succession of small sittings; so that, where a case which appears in the list is not reached on one day, but is heard in its turn upon another day, a refresher may be allowed by order of the judge, as upon an adjournment for want of time under item 78 in the scale of costs of the County Court Rules, 1889.

An important point, affecting the equitable jurisdiction of the county courts, was considered in the case of *The Queen v. The Judge of the Bloomsbury County Court* (38 W. R. 320, 24 Q. B. D. 309). The enactment under consideration was section 75, sub-section 3, of the County Courts Act, 1888, which provides that proceedings for the administration of the assets of a deceased person are to be taken in the court within the district of which the deceased had his last place of abode in England, or in which the executors or administrators, or any of them, have their or his place of abode. It was held that this provision does not apply to the metropolitan county court districts named in section 84 of the Act (which treats these districts as if they together formed but one district), and that where, therefore, the plaintiff in administration proceedings dwells or carries on business in any of the metropolitan districts, and the defendant dwells or carries on business in any other of such districts, such proceedings may be taken in the court within the district of which either the plaintiff or defendant dwells or carries on business.

In *The Queen v. The Judge of the City of London Court and Owners of s.s. Michigan* (38 W. R. 638, 25 Q. B. D. 339) the admiralty jurisdiction in rem of the county courts over seamen's wages earned in port was carefully considered. There the

services claimed for by the plaintiff (a master of a ship) were performed by him in port, at the owner's request, after the termination of the voyage, and after he had been duly paid off, and without signing any fresh articles for the outward voyage. It was held that, under section 3, sub-section (2), of the County Courts Admiralty Jurisdiction Act, 1868 (31 & 32 Vict. c. 71), by which the courts are empowered to determine claims for wages not exceeding the sum of £150, the county court possessed jurisdiction, under the circumstances above mentioned, over the action *in rem*, as the services performed by the plaintiff (which consisted of superintending the discharge of the inward cargo and the loading of a fresh cargo for the outward voyage) were services rendered to the ship, and, therefore, such as entitled the plaintiff to a maritime lien for his wages.

In *Moore v. Gamgee* (38 W. R. 669, 25 Q. B. D. 244) the circumstances under which an objection to the jurisdiction of a county court may be waived by a person otherwise entitled to take it were considered. In the case cited the plaintiff had, without leave previously obtained, as required by section 74 of the County Courts Act, 1888, commenced an action against the defendant in a county court within the district of which the latter had carried on business within six months before the commencement of the action, but in which he did not dwell or carry on business at the time of commencing the action. The defendant appeared, and the case was heard and partly determined and adjourned to a future day, on which, for the first time, the defendant objected to the jurisdiction. The county court judge having held that the defendant, by appearing and contesting the action, had waived the objection to the jurisdiction, a prohibition was applied for to the High Court, but refused upon the same ground as that taken by the county court judge.

In the case of *King v. The Charing Cross Bank* (38 W. R. 287, 24 Q. B. D. 27) the mode of obtaining a writ of prohibition to the county court was discussed. As is well known, this remedy is available where a county court has been guilty of any excess of jurisdiction which requires to be restrained. While, however, it is provided by ord. 59, r. 8a, of the Rules of the Supreme Court, December, 1888, that, "every application for a prohibition to a county court . . . shall be brought by notice of motion," section 127 of the County Courts Act, 1888, on the other hand, enacts that "it shall be lawful for any judge of the High Court, as well during the sittings as in vacation, to hear and determine applications for writs of prohibition to any court and to make such orders for the issuing of such writs as might have been made by the High Court." The rule having come into operation on January 11, 1889, while the Act came into force on the 1st of January, 1889, a doubt arose as to whether the rule did not operate to deprive a judge of the High Court of his jurisdiction to entertain *at chambers* an application for a prohibition. It was, however, held, in the case under consideration, that there is no inconsistency between the rule and the enactment above mentioned, and that the applicant for a prohibition has the option to proceed either at chambers or in open court, the correct interpretation of the rule being that, if he adopts the latter course, he must then give a notice of motion, instead of applying for an order *nisi*, as would formerly have been the practice.

Having now disposed of all the cases decided in 1890 affecting the jurisdiction of the county courts, there only remain to consider some recent decisions upon other matters of interest to county court suitors. In *Ex parte Poppleton, Re Locke* (39 W. R. 15) a question of some importance to county court officers was determined. As is well known, it is provided by section 53 of the County Courts Act, 1888, that before an action is commenced against any person for anything done by him in pursuance of the Act, formal notice in writing must be given to the defendant. In the case cited it was held that this provision does not apply to a motion made by a trustee in bankruptcy to recover property belonging to the bankrupt which the high bailiff has got in his hands, or has improperly disposed of, and that, therefore, such a motion may be made without any previous formal notice in writing under section 53 of the County Courts Act, 1888. In *Hughes v. Smallwood* (25 Q. B. D. 206) a point of some interest to county court bailiffs, and also

to landlords, was considered. There, execution having issued upon a judgment in a county court against the defendant, goods belonging to him were taken in execution in a house of which the wife of the defendant was the lessee. The landlords thereupon gave to the bailiff making the levy a notice (claiming arrears of rent due from the defendant's wife) under section 160 of the County Courts Act, 1888, which provides that where goods, in a tenement for which rent is due, are taken in execution, under the warrant of a county court, the landlord may claim the rent due to him by delivering a notice to the bailiff making the levy, and such bailiff shall, in making the levy, in addition thereto, distrain for the rent so claimed. It was held that, as the defendant's goods were rightly taken in execution, the claim of the landlords was legally maintainable, though such goods did not belong to their tenant. In *Reg. v. Cooper* (38 W. R. 207, 408, 24 Q. B. D. 60, 533) the question for determination was whether the indorsement, on particulars of plaint, by means of lithographed form, of the name and address of the plaintiff's solicitor is a sufficient compliance with ord. 6, r. 10, of the County Court Rules, 1889, which, on this subject, provides that the plaintiff's solicitor "shall indorse on the particulars his name or firm and place of business, . . . otherwise the costs of entering the plaint by the solicitor shall not be allowed." The Divisional Court reluctantly held that the mode of indorsement adopted by the solicitor did not fulfil the requirements of the above rule, which they considered obliged the solicitor to authenticate the particulars by his actual signature. In the Court of Appeal a difference of opinion prevailed, FRY, L.J., upholding the decision appealed from, while Lord ESHER, M.R., strongly dissented from the judgment of the Divisional Court, and held that the plaintiff's solicitor had not forfeited his costs of entering the plaint by the mode of indorsement objected to.

The important subject of appeals from county courts has given rise to one or two decisions which must now be shortly noticed. In *Dinger v. Matthews* (88 L. T. 139) it was held that an interlocutory order of a county court, made in the course of a county court action, can be reviewed on appeal. On the other hand, in the case of *The Cashmere* (38 W. R. 623, 15 P. D. 121) a contrary opinion was expressed by Sir J. HANKE and BUTT, J., with whose interpretation of section 120 of the County Courts Act, 1888, by which the right of appeal to the High Court in county court cases is now governed, we thoroughly agree. In *Martagh v. Barry* (38 W. R. 526, 24 Q. B. D. 632) it was held that where a county court judge has granted a new trial upon the ground that the verdict was against the weight of the evidence his decision can be reviewed on appeal to the High Court. As we have already fully discussed this decision in these columns (34 SOLICITORS' JOURNAL, 471), it is sufficient now to state that we venture to disagree with it, upon the grounds already mentioned. While dealing with the subject of appeals it should be mentioned that it has been recently held, in the case of *Ex parte Apothecaries' Society* (38 W. R. 478), that the High Court will not as a rule require security for the costs of an appeal from a county court to be given when the county court judge has granted unconditional leave to appeal.

REVIEWS.

PUBLIC HEALTH.

THE PUBLIC HEALTH ACTS AMENDMENT ACT, 1890, WITH INTRODUCTION, NOTES, AND REFERENCES TO CASES; ALSO AN APPENDIX CONTAINING ALL THE MATERIAL SECTIONS OF THE PUBLIC HEALTH ACT, 1875, THE PUBLIC HEALTH (RATING OF ORCHARDS) ACT, 1890, AND THE INFECTIOUS DISEASE (PREVENTION) ACT, 1890. AND A COPIOUS INDEX. By BOVILL SMITH, M.A., Barrister-at-Law. Stevens & Sons (Limited).

The author of this work has certainly spared no pains to make his references to decided cases complete. To realize this it is only necessary to turn to the pages (40 to 42) which deal with the meaning of the apparently simple term "street." The definition clause (section 11) of the recent Act says that it is to have the same meaning as in the Public Health Acts. This lets in the decisions on section 4 of the Act of 1875, and Mr. Bovill Smith divides these and other similar decisions into three classes. The first class, embracing cases which deal with the physical character of a street, affords a

list of references covering an entire page. The number of cases is twenty-six, and the references, properly enough, include all the current series of reports. But in the desire to save space by not discussing the cases themselves, it seems to have been forgotten that a most inordinate amount of trouble is thrown upon the reader. If it is worth while to introduce the subject at all, it is surely worth while for the author to give at least the result of his own examination of the cases. Really, however, the whole matter is beyond the scope of the present work. Its object is to expound the Public Health Acts Amendment Act of last year, and this it does in a very complete and painstaking manner. The Act, as the author says, is the most important Public Health Act since that of 1875. To a large extent its provisions are optional—that is, it is left with the local authorities whether they will adopt them or not. As the Act contains model clauses, such as have recently been introduced into local Acts, the process of local legislation will be considerably simplified. For Mr. Bovill Smith's notes, apart from his attempt to make us look up twenty-six cases to ascertain the physical character of a street, we have nothing but praise. They are practical, full, and clear. In the introduction (p. 10) attention is called to a curious difficulty which is likely to arise on section 41, and which seems to make it impossible for a local authority to take over a private street where the works mentioned in section 150 of the Act of 1875 have been done by the owners themselves in accordance with the notice served on them, and not by the local authority. The utility of the work is considerably increased by the inclusion, in an appendix, of the material sections of the Act of 1875.

COPYRIGHT.

THE LAW OF COPYRIGHT. By T. E. SCRUTTON, M.A., LL.B., Barrister-at-Law. SECOND EDITION. William Clowes & Sons (Limited).

This is the second edition of a book which commenced its career in 1883, being founded upon an essay which had won for its author in the previous year a distinction at Cambridge which the present preface describes, by an obvious slip, as the "York Prize." In the present edition the author claims to have "left out all the moral reflections," but there is nevertheless still a good deal of dissertation such as is rarely found in books intended for practising lawyers. We are far, however, from complaining of this, rather the reverse; and we are fully in accord with the author in his strong views as to the necessity of replacing the present heterogeneous collection of statutes by well-considered legislation. To this end a perusal of this work by those in authority could not but conduce. To the academical origin of the book some slightly pedantic expressions, such as "investitive, transvestitive, and divestive facts," may be attributable. We hardly think that this work is likely to displace the one or two works of longer standing to which practitioners are accustomed to turn, but it contains a careful and valuable summary of the law of copyright in its various branches, and we think the author has exercised a wise discretion in omitting the subject of copyright in designs, which has now found a resting-place in the Patents Acts, and is better suited for separate treatment. We have looked for most of the recent cases, and have not failed to find any of them duly recorded, with the different references to them; in fact we have found some which we did not expect to find, and what such cases as *Goodfellow v. Prince* have to do with copyright it is not easy to discern. The observations on international copyright possess special interest at the present time, and the appendix of statutes adds a feature to the book which ought to be regarded as indispensable.

HOUSING OF THE WORKING CLASSES.

THE HOUSING OF THE WORKING CLASSES ACT, 1890, ANNOTATED, WITH APPENDICES CONTAINING THE INCORPORATED STATUTORY PROVISIONS, THE WORKING CLASSES DWELLINGS ACT, 1890, THE STANDING ORDERS OF PARLIAMENT RELATING TO PROVISIONAL ORDERS, AND THE CIRCULARS, MEMORANDA, AND ORDERS OF THE LOCAL GOVERNMENT BOARD UNDER THE ACT. By the Author of "The Local Loans of England and Wales." Knight & Co.

The Housing of the Working Classes Act, 1890, is, as the author says in his preface, one of the most important measures which have been passed of late years in the interests of the public health. The provisions of three sets of statutes, Cross's Acts, Torrens' Acts, and Shaftesbury's Acts, are now to be found side by side, and this useful piece of codification, incorporating as it does numerous practical amendments, ought to make it easy for local authorities to do their duty. The present work gives the Act in a convenient form, and copious notes are added explaining its provisions and also their relation to the previous legislation. Hardly less important is it, for those who wish to understand the procedure, to have the incorporated statutes at hand for reference. These, which are the Lands Clauses Acts, certain provisions of the Public Health Act, 1875, and the Private Bill Costs Act, 1865, are printed, likewise with notes,

in Appendix A. Appendix B. contains the Working Classes Dwellings Act, 1890, by which certain exemptions from the Mortmain and Charitable Uses Act, 1888, are granted; and in Appendix C. are given the standing orders of Parliament relating to provisional orders and confirmation Bills under the Act, and the various circulars and instructions issued by the Local Government Board. Among these will be found memoranda issued to various classes of local authorities, in which the provisions of the new Act are briefly and clearly explained. The book has been carefully prepared, and will be useful to those who are interested in putting the law into operation.

PATENTS.

THE PATENTEE'S GUIDE. By H. F. BOUGHTON, M.I. Mech. E. Simpkin, Marshall, & Co. (Limited).

This is a little handbook written more especially for presentation to the author's clients, and, though it is also offered for sale, an undertaking is given in the preface that where a purchaser subsequently becomes a client, his purchase-money will be returned to him. The object of the book is still further emphasized by the statements scattered throughout it of the charges which the author is prepared to make for rendering various services in connection with patents and kindred subjects. This being so, detailed criticism seems out of place, and we feel sure that if any client of the author can secure an extension of a patent for the lowest sum mentioned—viz., £10, including counsel's fees—he will not be inclined to question the accuracy of the statements in the book, or to object to the author's rhetoric or grammar.

CORRESPONDENCE.

THE COMPANIES (WINDING-UP) RULES.

[To the Editor of the Solicitors' Journal.]

Sir,—In one of your notes on "Current Topics" in your last week's issue you call attention to the use in the Companies (Winding-up) Rules, 1890, of the expression "seal of the court," and you express a doubt as to whether that expression properly applies to the official stamps used in the offices of the registrars in the Chancery Division.

Will you allow me to point out that the official stamp by which documents issued in the registrar's office are authenticated, like the similar stamp by which documents in other branches of the court, and in other courts, are authenticated, is known as the seal of the office? In Daniell's Chancery Practice (6th ed., p. 799) it is stated that "the registrars of the court are provided with official stamps or seals for the authentication of orders and other documents and of amendments therein." And rule 24 of the Supreme Court Funds Rules provides that "the original order shall be passed by the registrar . . . and stamped with his official seal." Surely everyone knows that the seal on a writ or order is in fact a stamp.

Is it accurate to say that there are no seals in the Chancery Division? A writ issued in that division is sealed. M. M. M.

Temple, Jan. 15.

[We believe that the knotty question has been solved since our observations appeared, but we still venture to entertain a doubt whether "the seal of the court" is a proper description of the stamp of an office of the court. We did not say there were no seals in the Chancery Division, but that, while there were many stamps in that Division, there was no specific "seal of the court."—ED. S. J.]

MORTGAGES AND THE STATUTES OF LIMITATION.

[To the Editor of the Solicitors' Journal.]

Sir,—I have been hoping ever since the decision of the Court of Appeal in *Newbould v. Smith* (33 Ch. D. 127) was reported that you or some other legal periodical would discuss and criticize the law as laid down in that case, but, so far as I am aware, no attempt at any such discussion has been made until Mr. Millidge's article published in the current number of the *Law Quarterly Review*.

If the law should ultimately be settled in the manner in which it is left by *Newbould v. Smith*, I venture to suggest that the consequences to mortgagees will be exceedingly serious, and I would ask you to allow me both to point out what those consequences will be, and also to explain my reasons for believing that *Newbould v. Smith* ought to be and will be ultimately overruled.

The point for consideration, as stated by Mr. Millidge, is whether a person liable to be sued *ex contractu* for payment of a mortgage debt can, while he possesses an estate in the equity of redemption in the mortgaged hereditaments, by making payments of interest on account of the debt, suspend the operation of the Statute of Limitations while it is in process of conveying an estate in fee simple to

the person in possession of the land subject to the lien of the mortgage?

The point may arise in two different ways. The owner of the equity of redemption may convey away the whole of the property included in the mortgage, in which case his liability would continue only by reason of the covenants in the mortgage deed; or he may dispose of part only of the mortgaged hereditaments, and in that event his payment of interest may be attributed either to his liability on his covenant or to his ownership of part of the mortgaged estate.

Chinnery v. Evans (11 H. L. 115) decided that so long as the interest on a mortgage debt is paid by the person liable to pay it, the remedy of the mortgagee is kept alive as against all the property comprised in the mortgage. It is true that in that case the liability of the person who had paid the interest did not arise *ex contractu*. It had been paid by a receiver who, though appointed over all the lands comprised in the mortgage, lands situate in three counties, Cork, Kerry, and Limerick, had never been in possession of the estates in Cork and Kerry, but had paid the interest solely out of the rents of the Limerick estates; and the decree affirmed by the House of Lords had determined that the Cork and Kerry estates, though they had been for over sixty years at the date of the institution of the proceedings in the possession of purchasers for value without notice of the mortgage, still remained liable to the mortgage debt, the payment of the interest by the receiver out of the rents of the Limerick lands being sufficient to prevent the Statute of Limitations running in favour of the owners of those in Cork and Kerry.

There is no suggestion that I can find in any of the judgments that the decision would have been the other way had the interest been paid by a person liable *ex contractu* instead of by one in possession of part of the mortgaged property. "It is quite clear," says Lord Westbury, "that the payment of money to the mortgagee by the person liable to pay in respect of the interest on the mortgage continues the mortgage in all its integrity and force with respect to all the estates properly comprised in the mortgage, and which had not been aliened or conveyed away by the mortgagee or with his assent." "The receipt of the interest from one estate out of three, all subject to the same mortgage, is enough to keep it alive as to all," says Lord Wensleydale. "As long as a mortgagee receives his interest regularly," remarks Lord Cranworth, "he does not feel under any obligation to inquire how his debtor is dealing with the equity of redemption, a matter in which he has no concern." So long as interest is paid by someone who is under an obligation to pay it the remedies of the mortgagee are kept on foot as regards all the property in his mortgage, however the equity of redemption may have been dealt with, and whoever may be in possession of it. This is the effect of the judgment in *Chinnery v. Evans*.

Chinnery v. Evans was not quoted in *Newbould v. Smith*, either before North, J., or when the case was before the Court of Appeal or in the House of Lords, and, indeed, both the decision of North, J., and that of the House of Lords went on another point. Mr. Milledge's criticism of this case is, to my mind, exceedingly unsatisfactory. He omits all reference to the remarks I have quoted, and confines himself to some rather minute criticisms of the judgment of Lord Wensleydale.

I cannot follow Mr. Milledge in his criticism of *Bolding v. Lane* (1 De G. J. & S. 122) and *Harlock v. Ashberry* (19 Ch. D. 539) for the same reason that prevents my dwelling on his treatment of *Chinnery v. Evans*—regard for your space—but his reasoning is largely replied to by anticipation in Lord Hobhouse's judgment in *Lewin v. Wilson* (11 App. Cas. 639), a case on a colonial statute, which, as Mr. Milledge admits, settles the question for the colonies. None of the cases that Mr. Milledge quotes attempted to explain away or minimize the effect of *Chinnery v. Evans*—indeed *Bolding v. Lane* was of earlier date—and the decision in *Harlock v. Ashberry* was based on the fact, to quote Lord Hobhouse, "that the person making the payment was a tenant of" [a part of] "the mortgaged land, an entire stranger to the contract, who paid to the mortgagee as landlord, and by way of rent, not by way of answering the debt."

Newbould v. Smith, then, as I would submit, stands alone. The judgments of the Court of Appeal are to the effect that payments by a mortgagor who has parted with the equity of redemption of the mortgaged lands are not sufficient to keep alive the remedy of the mortgagee as against the lands that have thus been sold, and until this decision is overruled the position of all mortgagees is risky and hazardous.

If a mortgagor sells portions of an estate in mortgage to purchasers without notice of the mortgage, at the expiration of twelve years the mortgagee's lien on the portions so sold is at an end; and in what manner can a mortgagee protect himself or be assured that no such sales are being made? Is he to make periodical inquiries of all the tenants, to keep an agent in the neighbourhood, and to have constant reports on the reputed ownership of the property comprised in his mortgage? Consider the burden that would be imposed on, for example, one of the great insurance companies, if they were bound

either to trust to the integrity of all the owners of the estates in mortgage to them, or to make inquiries as to the persons in possession, or reputed to be in receipt of the rents, of the various farms included in every one of their great mortgages. And if it should be urged that *Chinnery v. Evans* may be reconciled with *Newbould v. Smith* by treating these cases, read together, to settle the law in this sense—that so long as the mortgagor continues the owner of part of the mortgaged hereditaments, so that payment of interest by him may be attributed to his ownership of these hereditaments, such payment of interest preserves the remedy of the mortgagee in respect of all the property comprised in the mortgage; but that when he has retained no interest in any part of the mortgaged estates, payment of interest by him will no longer keep alive the mortgagee's rights against the land—consider the consequences. A., the owner of Whiteacre, Blackacre, and Greenacre, mortgages all three farms to B. He subsequently sells (fraudulently) Whiteacre to C., and Blackacre to D., but continues to pay the interest to B. So long as he continues to own Greenacre, his payment of interest on the mortgage would keep alive B.'s remedies against Whiteacre and Blackacre for any length of time—in *Chinnery v. Evans* it was nearly seventy years—but if he sold Greenacre, then the statute would begin to run in favour of all the purchasers; and the safety of the owners of Whiteacre and Blackacre would depend upon the sale of Greenacre having been completed twelve years before the discovery of the frauds.

Hereford, Jan. 13.

CASES OF THE WEEK.

Court of Appeal.

PITTARD v. OLIVER—No. 1, 14th January.

SLANDER—PRIVILEGED OCCASION—PRESENCE OF PERSONS OTHER THAN THOSE INTERESTED.

This was an application by the plaintiff for judgment to be entered for him or for a new trial. The plaintiff was clerk to a board of guardians of which the defendant was a member. In September, 1888, a controversy arose between the plaintiff and the board as to the amount due from him to them, and at a meeting of the board, at which reporters were present, and at which it was proposed that the plaintiff's salary should be paid in full, the defendant moved an amendment, and in the course of his speech was reported to have said that the plaintiff had been robbing public money for many years. The dispute between the plaintiff and the board was in November brought before the court, and was decided entirely in the plaintiff's favour. The present action was then brought for slander, and was tried before Mathew, J., and a jury. The jury found that the words were spoken by the defendant without malice and with a *bona fide* belief in their truth, but carelessly, and they gave a verdict for forty shillings for the plaintiff. Mathew, J., however, held that the occasion on which the words were spoken was privileged, and directed the verdict and judgment to be entered for the plaintiff accordingly.

THE COURT (LORD ESHER, M.R., SIR JAMES HANNEN, and FRY, L.J.), without calling on the defendant's counsel, refused the application, and upheld the decision of the learned judge. Lord ESHER, M.R., said that the only question was, whether the occasion on which these words were spoken was privileged. The jury had found that there was no malice. It was clear that the defendant, as a member of the board of guardians, had a duty to express his opinion on the point then under discussion. The question before the board was as to the amount of salary to be paid to the plaintiff. That was a question directly affecting the ratepayers, for whose interests the guardians were trustees. The defendant entertained a strong opinion on the subject, and he opposed the motion, and gave as his reasons certain statements which amounted to a charge that the plaintiff had embezzled public money. Those statements had proved to be untrue and incorrect, but, as the jury found, they were made by the defendant without malice, and with a *bona fide* belief in their truth. It was admitted that if they had been made to the defendant's brother guardians alone they would have been privileged. Was that privilege taken away because persons other than the guardians were present? It was not altogether clear whether those persons were ratepayers or not. If they were ratepayers they were persons interested, and their presence could not affect the defendant's duty to state his opinion. But, assuming that they were not ratepayers, they were not there by the defendant's invitation, nor could he exclude them of his own motion. That could only be done by the majority of the votes of the guardians. If they were present by the defendant's invitation that would be evidence of malice on his part, but the mere fact that they were present did not affect his duty to state his views nor destroy his privilege. The cases which had been cited (*Parrell v. Souther*, 2 C. P. D. 215; *Williamson v. Freer*, L. R. 9 C. P. 393) were entirely distinguishable. Sir JAMES HANNEN and FRY, L.J., concurred.—COUNSEL, Candy, Q.C., and Henry Kisch; Lockwood, Q.C., and Johnston Watson. SOLICITORS, Alexander & Pope; Charles Robinson & Co.

GOWER v. TOBITT—No. 1, 13th January.

PRACTICE—NEW TRIAL—CAUSE TRIED BEFORE OFFICIAL REFEREE—COURT IN WHICH TO MOVE FOR NEW TRIAL—JUDICATURE ACT, 1890 (53 & 54 VICT. c. 44), s. 1.

Application on behalf of the plaintiff that a motion for a new trial

should be taken out of the new trial paper in the Court of Appeal, and set down for hearing before the Queen's Bench Division. The whole cause had been ordered to be tried before an official referee, and a motion on behalf of the defendant for a new trial had been set down in the new trial paper of the Court of Appeal.

THE COURT (LORD ESHER, M.R., and BOWEN and FRY, L.JJ.) said that by the Judicature Act, 1890, the only applications for new trials which were intended to be transferred to the Court of Appeal were in cases in which the trial had been with a jury. The present case was tried, not before a jury, but before an official referee. The case, therefore, did not come within the Act, and applications for new trials in such cases must still be made to the Queen's Bench Division. They had communicated with Pollock, B., who was presiding in the Divisional Court, and the motion would be transferred to that court.—COUNSEL, *H. Newson*; *R. A. Germaine*. SOLICITORS, *Beckford & Hall*; *Savery & Stevens*.

WALKLIN v. JOHNS—No. 1, 12th January.

PRACTICE—SECURITY FOR COSTS—MOTION FOR A NEW TRIAL.

Application by plaintiff for security for costs of defendant's motion for a new trial. The action was tried before Charles, J., and a jury, when the jury found a verdict for the plaintiff, and the judge gave judgment accordingly. The defendant moved that judgment should be entered for him, or that a new trial should be granted. The plaintiff thereupon moved for security for costs.

LORD ESHER, M.R., said that they had already laid down the rule upon which the court intended to act in these cases (see *Heckscher v. Crosley*, W. N., 1890, p. 227, before Lord Escher, M.R., and Lopes and Kay, L.JJ.). This was not an appeal from the Divisional Court, or from the final decision of a judge, but a motion for a new trial. Formerly the Divisional Court would have had no power to make an order for security for costs. The rule of practice of the court, therefore, was that, except in extremely exceptional cases, the court did not intend to exercise the discretion vested in them of ordering security for costs in such motions. His learned brothers who were now present agreed with that rule. BOWEN and FRY, L.JJ., said that they respectfully concurred in the rule of practice already laid down.—COUNSEL, *W. E. Hume Williams*; *Colam*. SOLICITORS, *Morris & Richards*; *Farlow & Jackson*.

Re MUNDY'S SETTLED ESTATES—No. 2, 13th January.

SETTLED LAND—APPLICATION OF CAPITAL MONEY—"IMPROVEMENTS"—"SETTLEMENT"—DEVISE OF REAL ESTATE TO USES OF SETTLEMENT—REQUEST OF MONEY TO BE INVESTED IN LAND TO BE SETTLED TO USES OF DEVISED REAL ESTATE—APPLICATION OF UNINVESTED MONEY TO IMPROVEMENTS ON LAND COMPRISED IN ORIGINAL SETTLEMENT—SETTLED LAND ACT, 1882, ss. 2, 21, 25, 33.

This was an appeal from a decision of North, J. (34 SOLICITORS' JOURNAL, 706). The question was, whether money which was, by virtue of a will, subject to a trust for investment in land to be settled to the uses of a prior settlement by deed of other land, and which had not yet been invested, could be applied in paying the cost of "improvements" upon the land comprised in the original settlement. By a deed, dated the 2nd of November, 1872, an estate, called the Shipley Estate, was conveyed by a father and his eldest son to uses in strict settlement. The father died in March, 1877, having by his will devised some real estate of his own to the trustees for the time being of the settlement of 1872, to the uses declared by that settlement concerning the hereditaments comprised therein. And he bequeathed the residue of his personal estate to his executors, upon trust to invest the same in the purchase of land, and he directed that they should settle the land so to be purchased to the uses therein declared concerning his real estate thereinbefore devised. Some of the residue of the testator's personal estate had been invested in the purchase of land, which had been settled in accordance with the directions contained in the will, but a considerable sum remained in the hands of the executors uninvested. Upon the estate comprised in the settlement of 1872 there were mines which had been worked for many years. It was proposed to erect a new pumping engine and new pumps, for the purpose of draining these mines, the existing engine and pumps being worn out and insufficient. The trustees of the settlement had no "capital money" arising under the settlement in their hands, and it was desired to apply the uninvested personal estate which was in the hands of the executors in paying the cost of the execution of the proposed works. A summons was taken out by the tenant for life under the settlement for the determination of the question, whether such an application of the money was authorized by the Settled Land Act. Section 21 of the Act provides that "capital money" arising under the Act shall be applied (*inter alia*) (iii.) "in payment for any improvement authorized by this Act." Section 25 defines "improvements authorized by the Act." By section 2 (1), "any deed, will, agreement for a settlement, or other agreement . . . or other instrument, or any number of instruments, . . . under or by virtue of which instrument or instruments any land, or any estate or interest in land, stands for the time being limited to, or in trust for, any person by way of succession, creates or is, for the purposes of this Act, a settlement, and is, in this Act, referred to as a settlement, or as the settlement, as the case requires." By section 33, "Where, under a settlement, money is in the hands of trustees, and is liable to be laid out in the purchase of land to be made subject to the settlement, then, in addition to such powers of dealing therewith as the trustees have independently of this Act, they may, at the option of the tenant for life, invest or apply the same as capital money arising under this Act." North, J., held that the proposed works came within the definition of "improvements authorized by the Act" contained in section 25, and from

this part of his decision there was no appeal. But, after he had decided that point, the questions were argued, whether the settlement and the will together constituted only one "settlement," and whether, if so, the uninvested money in the hands of the executors could be treated as "capital money," without first investing it in land, and then selling the land and applying the proceeds. North, J., felt great doubt whether the original settlement and the will constituted only one settlement, and he thought it desirable that the opinion of the Court of Appeal should be taken on the point. He also, notwithstanding the decision of Chitty, J., in *Re Mackenzie's Trusts* (23 Ch. D. 750), and his own previous decision in *Re Tennant* (33 SOLICITORS' JOURNAL, 286, 40 Ch. D. 594), in which he followed *Re Mackenzie's Trusts*, doubted whether the uninvested money could be treated as "capital money," without first purchasing land and reselling it. He, therefore, refused the application, in order that both points might be considered by the Court of Appeal.

THE COURT (LINDLEY, LOPES, and KAY, L.JJ.) held that the settlement and the will together constituted one "settlement," and that the money could be applied in the way proposed, without going through the form of first buying land and then reselling it. They approved of *Re Mackenzie's Trusts* and *Re Tennant*.—COUNSEL, *Cozens-Hardy*, Q.C., and *Dibdin*; *S. Williams*. SOLICITOR, *H. B. Wade*.

High Court—Chancery Division.

ASHWORTH v. TWEEDALE—Chitty, J., 13th January.

PRACTICE—PATENT ACTION—COSTS—SHORTHAND NOTE OF EVIDENCE.

In this case the defendants applied to the court for a direction to the taxing master to allow the costs of a shorthand note of the proceedings at the trial of the action. It appeared that the action was for an infringement of patent, and judgment was given in favour of the defendants, with costs. The defendants stated that it was arranged between the parties' counsel at the commencement of the trial that a shorthand note should be taken. The plaintiffs disputed the arrangement, and as the costs of the shorthand were not expressly provided for in the judgment, the taxing master had refused to allow them.

CHITTY, J., said that apparently an unfortunate misunderstanding had arisen as to an arrangement for taking the shorthand notes. Such an arrangement was a very proper and sensible one to make in a patent action, for in such an action it was quite worth while to have a complete record of the evidence. The judge had a discretion to allow a shorthand note, but such discretion should be exercised before the judgment was drawn up. This was the rule stated by Jessel, M.R., in *Earl de la Warr v. Miles* (30 W. R. 35, L. R. 19 Ch. D. 80). After judgment, any endeavour for an insertion of such a direction was too late. It was not, however, in his mind when giving judgment to give a direction as to the costs of the shorthand note, and even if he could exercise such a discretion now, he would not do so in the manner asked for. The application, however, was too late, and must be refused, with costs.—COUNSEL, *Moulton*, Q.C., and *Graham*; *Crump*, Q.C., and *Graham*. SOLICITORS, *Shaw, Tremellen, & Kirkman*, for *A. M. Blair*, Manchester; *Stevens, Bowtree, & Stevens*, for *S. Sandeman*, Accrington.

DASHWOOD v. MAGNIAC—Chitty, J., 14th January.

SETTLED ESTATE—TENANT FOR LIFE—WASTE TIMBER—"TIMBER ESTATES."

In this case the question was argued at great length in November last as to whether an equitable tenant for life, subject to impeachment for waste, can, notwithstanding the restriction, cut and enjoy the proceeds of timber when it is shewn that the land, by custom, is cultivated for the produce of saleable timber, and that the timber has been periodically cut.

CHITTY, J., in an exhaustive judgment, held that the tenant for life was entitled to cut and take the proceeds of the timber, inasmuch as she was the owner of a timber estate within the distinction made by Jessel, M.R., in *Honywood v. Honnywood* (22 W. R. 749, L. R. 18 Eq. 306).—COUNSEL, *Sir H. Davey*, Q.C., *Latham*, Q.C., *H. Fellows*, and *P. H. Lawrence*; *Righty*, Q.C., *Byrne*, Q.C., and *Ribton*; *Whitehorn*, Q.C., and *H. Terrell*; *Sir Arthur Watson*, Q.C., and *R. F. Norton*; *Decimus Sturges*. SOLICITORS, *Robert J. Dashwood*; *Crawley, Arnold, & Co.*; *Mander & Watson*; *Thos. Lupton*; *B. S. Ogle*.

Re TRADE-MARKS OF EDWARD & JOHN BURKE (LIM.)—North, J., 13th January.

TRADE-MARK—REGISTRATION—ALTERATION OF REGISTER—NON-ESSENTIAL PARTICULAR—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 92.

This was a motion, under section 92 of the Patents, Designs, and Trade-Marks Act, 1883, asking leave to make certain alterations in the register of trade-marks with reference to ten trade-marks which were registered—some in 1876, some in 1886, and some in 1887—by a partnership firm, Edward & John Burke, who carried on business as wine, spirit, and beer merchants. In August, 1890, the marks were assigned to a company, called Edward & John Burke (Limited), which had been incorporated under the Companies Act, 1862, and had acquired the business of the firm. The notice of motion was given on behalf of the company, and it asked that leave might be given to add to the trade-marks in the Register of Trade-Marks the word "Limited," in print, under the signature "Edward & John Burke" on the trade-marks, and to omit from one of the marks, which had been registered in respect of beer, the following words:—"Refreshing, invigorating, and constituting an appetizing tonic, while

slightly stimulating, easy of digestion, specially selected and shipped only by." Notice of the motion had been given to the Comptroller of Trade-Marks, and he had written to the company's solicitors, stating that he had no objection to an order in the terms proposed. Section 92 provides:—“(1) The registered proprietor of any registered trade-mark may apply to the court for leave to add to or alter such mark in any particular, not being an essential particular within the meaning of this Act, and the court may refuse or grant leave on such terms as it may think fit. (2) Notice of any intended application to the court under this section shall be given to the comptroller by the applicant; and the comptroller shall be entitled to be heard on the application.”

NORTH, J., at first expressed some doubt whether the proposed addition of the word “Limited” would be an alteration of the marks in a non-essential particular, within the meaning of section 92, but on the authority of the decision of Chitty, J., in *Re Guinness* (5 Pat. Cas. 316), a precisely similar case, he gave leave to make the addition. He also authorized the proposed omission of words.—COUNSEL, *John Cutler*. SOLICITORS, *Travers Smith, Braithwaite, & Robinson*.

[We understand that this is the first case under section 92 in which the court has simply given leave to omit words from a registered trade-mark without the substitution of other words.]

R: LONDON AND YORKSHIRE MUTUAL MONEY CLUB CO.—North, J., 13th January.

COMPANY—WINDING UP—JURISDICTION—COUNTY COURT—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. c. 63), ss. 1, 31.

This was a petition by creditors for the compulsory winding up of the above company, and the question was raised whether, by reason of the passing of the Companies (Winding-up) Act, 1890 (53 & 54 VICT. c. 63), having regard to the amount of the company's paid-up capital, the court had jurisdiction, or whether the jurisdiction was not in the county court. The company was incorporated with unlimited liability, its registered office being in Huddersfield. The petition was presented on the 3rd of December, 1890. The Act of 1890 came into operation on the 1st of January, 1891. Section 1 of the Act provides, by sub-section 2, that, “where the amount of the capital of a company, paid up or credited as paid up, exceeds £10,000, a petition to wind up the company, or to continue the winding up of the company under the supervision of the court, shall be presented to the High Court,” and, by sub-section 3, “where the amount of the capital of a company, paid up or credited as paid up, does not exceed £10,000, and the registered office of the company is situate within the jurisdiction of a county court having jurisdiction under this Act, a petition to wind up the company, or to continue the winding up of the company under the supervision of the court, shall be presented to that county court.” And, by section 31, sub-section 1, “This Act shall not, except where it is expressed to have a more extended application, apply to any company which is being wound up in pursuance of an order made before the commencement of this Act.”

NORTH, J., held that sub-section 3 of section 1 does not apply to the case of a petition presented, but not disposed of, before the Act came into operation; and that, whatever might be the amount of the company's capital, the High Court had jurisdiction. He accordingly made the ordinary compulsory order.—COUNSEL, *R. J. Parker*; *R. W. Harper*. SOLICITORS, *J. Percy Chadwick*; *Iliffe, Henley, & Sweet*.

Re QUEENSLAND MERCANTILE AND AGENCY CO. (LIM.)—North, J., 14th January.

PRIVATE INTERNATIONAL LAW—MOVABLE PROPERTY—LAW OF DOMICIL—PRIORITY—SCOTCH “ARRESTMENT”—PRIOR ASSIGNMENT OF DEBT.

The question in this case was, whether some debentures, issued by a company which carried on business in Queensland, by which the amount uncalled upon certain shares of the company was charged by way of security in favour of the holders of the debentures, were entitled to priority over another creditor of the company who had, after the amount unpaid on the shares had been called up, obtained in Scotland an “arrestment,” or attachment, of the calls due from some shareholders who resided in Scotland.

NORTH, J., gave judgment as follows:—The Queensland Mercantile and Agency Co. was registered in Brisbane, and for several years before it was wound up carried on business in Queensland. The bankers of the company were the Union Bank of Australia, who, on June 28 and September 3, 1886, took from the company two debentures for £10,000 and £50,000 respectively, in similar form, whereby the payment of those debentures was made a first charge on the uncalled capital receivable in respect of 2,500 specified shares in the company, upon each of which shares £50 had been paid up, and £50 more remained uncalled. I have already decided that those debentures operated against the Queensland Co. to create a valid and effectual charge on such uncalled capital. In December, 1886, the company passed resolutions calling up the balance of £50 per share, payable by equal instalments in February, April, June, and August, 1887, respectively. Notice of the call was given to the shareholders, but they never had any notice of the charge effected by the two debentures in favour of the Union Bank. On February 24, 1887, a Scotch company, called the Australasian Investment Co., commenced an action in Scotland against the Queensland Co. for negligence, and immediately afterwards, on the same day, issued a Scotch process known as “arrestment,” on the dependence of this action, against numerous holders of the Queensland Co.'s shares who were resident in Scotland, the effect of which shortly was that the calls payable by them to the Queensland Co. were arrested in their hands, and the Australasian Co. (the plaintiffs or pursuers in the action) became secured creditors on the funds so arrested for the amounts for which they should establish their claim in the action. In May, July,

and August, 1887, judgments were recovered in England in twenty-seven actions by one Drake and others against the Queensland Co. On September 2, 1887, the Union Bank commenced an action in England against the Queensland Co. in respect of money due to them, other than that secured by the two debentures, and on September 7 an order was made in all those actions for the appointment of a receiver to get in the calls from the shareholders in the Queensland Co. On October 23, 1887, an order was made in Queensland for the winding up of the Queensland Co., and thereupon the £60,000 secured by the two debentures became payable. On January 14, 1888, a similar order was made in England. By various proceedings and orders in England and in Scotland, to which it is not necessary to refer in detail, the Australasian Co. have been restrained from further prosecuting their action in Scotland, but without prejudice to the security, if any, upon the amounts payable by the Scotch shareholders in the Queensland Co. in respect of the calls which the Australasian Co. had acquired by the proceedings taken by them in Scotland, and the official liquidator has received from the receiver, or has himself collected, and now holds on separate accounts, the amounts paid for calls by the Scotch and English shareholders respectively, the receipts from the Scotch shareholders being about £24,730, which sums have now to be distributed among the parties entitled thereto. By proceedings in the winding up in Queensland, the amounts due from the Queensland Co. to the Union Bank have been ascertained at upwards of £74,000; but it is admitted that, after allowing for securities held by them, their claim is reduced, in round figures, to £31,000, and they now ask for an order upon the official liquidator to transfer to them, on account of their claim, the sums he has thus received. The Australasian Co. claim, on the other hand, to be first paid thereof £12,000 due to them, the balance only going to the liquidator. The plaintiffs in the actions of Drake and others against the Queensland Co. also asserted a claim to the funds in hand against both the Union Bank and the Australasian Co. But it is obvious that the charges created by the debentures and the Scotch arrestment are both to be preferred to any claim by the mere judgment creditors in England of the Queensland Co. The claim of the Australasian Co. is founded upon the proposition that, by the law of Scotland, debts are assignable, but that an assignment of a debt is not complete or operative until notice—or, as it is called, “intimation”—thereof is given to the debtor, and that no such “intimation” of the Union Bank debentures was ever given to them before the Australasian Co. had arrested the calls in question. [His lordship then referred to the evidence as to the Scotch law with regard to the effect of an “arrestment,” and continued:—] It is not satisfactory to me to find that the only evidence of the Scotch law is contained in an affidavit by Mr. Blair, the legal adviser of the Australasian Co., and that, although there is no evidence contradicting it, the Union Bank state that they will, if necessary, contend before the House of Lords that that affidavit lays down the Scotch law incorrectly. This may be open before their lordships on appeal, but it is not open before me, for the question of Scotch law is here merely a question of fact, upon which the evidence is all one way, and the Union Bank have not asked me to give them an opportunity of going into further evidence, or to send a case for the opinion of the Scotch court. By that evidence it is established that there is, by virtue of the “arrestment,” what is equivalent to an actual assignment of the calls in question duly intimated, and that this, by the law of Scotland, is preferable to, and has priority over, the assignment to the Union Bank, of which, though prior in time to the arrestment, no intimation had been given at the date when the assignment by arrestment became complete—and this is what I feel bound to decide. It was contended on behalf of the Union Bank that the claim of the Australasian Co. could only be valid as against “the sums attached,” which was said to be what would remain of the calls after satisfying what was due to the Union Bank; but this is quite inconsistent with the language of the arrestment, which applies specifically to the whole sum due for calls from each of the shareholders on whom the arrestment is served. It was also said that, after the assignment to the Union Bank, all that the Queensland Co. had left was the surplus remaining over after paying the bank, that the rest of the calls belonged to the bank, and that it was contrary to principle and authority to hold that a process of law against the debtor could affect what was the property of the creditor, the Union Bank. But in the present case I have not to deal with a mere process of law, such as a judgment or garnishee order, but with what is established as a fact to be equivalent to an actual assignment, and which on the evidence I must treat in exactly the same way as if such an assignment had been actually executed and intimated. But the Union Bank also put their claim to priority over the Australasian Co. in another way. They say that, whatever the position of matters might have been if all the parties to these transactions had been domiciled in Scotland, the facts are not so. The Queensland Co. were the creditors in respect of the debt due from the shareholders for calls; that company was domiciled in Queensland, and, therefore, the validity of the assignment by them to the Union Bank depends upon the law of Queensland, and not on the law of the Scotch debtors' residence; that by the law of Queensland (which is admitted to agree with that of England) no “intimation” was necessary, and that a transfer of personal or movable property valid by the law of the owner's domicile is valid wherever the property is situated. They rely on the principle concisely expressed in the maxim *mobilia sequuntur personam*, and more fully stated in numerous authorities, of which it is sufficient that I should refer to one—viz., the judgment of Lord Loughborough in *Sill v. Worswick* (1 H. Bl. 665). At page 690 he says:—“It is a clear proposition, not only of the law of England, but of every country in the world where law has the semblance of science, that personal property has no locality. The meaning of that is, not that personal property has no visible locality, but that it is subject to that law which governs the person of the owner. With respect to the disposition of it, with respect to the transmission of it, either by succession or the act of the party, it follows

the law of the person. The owner in any country may dispose of his personal property. If he dies, it is not the law of the country in which the property is, but the law of the country of which he was a subject, that will regulate the succession." In my view, after full consideration, it is not necessary for me to express any opinion on this interesting and difficult question; for, assuming the principle above stated to include such a case as the present, there is another equally well-known rule of law—viz., that a transfer of movable property, duly carried out according to the law of the place where the property is situated, is not rendered ineffectual by shewing that that transfer was carried out not in accordance with what would be required by law in the country where its owner is domiciled. To give an instance: according to Scotch law it is necessary, in order to give a charge on corporeal movables, that they should be delivered to, and placed in the possession of, the creditor. But, if a domiciled Scotchman resident in London gave a duly-registered bill of sale of the furniture of his house, that would be a complete and effectual transfer of the property without its being delivered to the creditor; notwithstanding that such a disposition of furniture in Scotland would have been ineffectual without delivery. To apply this to the present case—the Queensland Co. did certain acts (by commission or omission) by virtue of which certain legal rights arose in Scotland, having identically the same effect in all respects as (according to the evidence before me) if the Queensland Co. had, on the date of the arrestment, executed an assignment of the calls in question to the Australasian Co., and that assignment had been forthwith "intimated" to the persons in whose hands the calls were arrested. Such an assignment would, according to the evidence, clearly have been preferred to another assignment, bearing, indeed, an earlier date, but not completed by "intimation," and, in my opinion, the right of those who have acquired an unexceptionable title, and have recovered the property according to the law of the country where it is found and arrested, cannot be defeated by shewing that, if the property had been elsewhere, the title of the Union Bank might have been the preferable one. I speak of the Australasian Co. as having recovered the calls, although they have, as matter of convenience, been received by the official liquidator, because they would have actually received them, if the action had not been stayed, and the rights of the parties cannot be affected by the court having stayed the action; as by the order staying the action their right or security was expressly left unprejudiced. The terms of the order will require some care; but, in substance, I accede to the summons of the Australasian Co. and only direct the payment of the balance of the Scotch calls to the Union Bank.—COUNSEL, *Sir Horace Dacey, Q.C., Buckley, Q.C., and S. Dickinson; Everitt, Q.C., and Swinfen Eady; Crackanthorpe, Q.C., and W. D. Ravelins; Cozens-Hardy, Q.C., and Kenyon Parker.* SOLICITORS, *Murray, Hutchins, & Stirling; Drake, Son, & Parton; Clarke, Ravelins, & Co.; Flower & Nissey.*

Bankruptcy Cases.

Ex parte **RAISON**, *Re* **RAISON**—Q. B. Div., 13th January.

BANKRUPTCY—DISCHARGE—RIGHT OF BANKRUPT—BANKRUPTCY ACT, 1833, s. 28—BANKRUPTCY ACT, 1890, s. 8—INTERPRETATION ACT, 1889, s. 38.

A receiving order was made in the present bankruptcy on August 23, 1890, and the debtor was adjudged bankrupt on October 13, 1890. The public examination was closed on December 1, 1890, and the bankrupt thereupon filed his application for discharge under section 28 of the Bankruptcy Act, 1883, the day fixed for hearing the application being January 12, 1891. On January 1, 1891, the Bankruptcy Act, 1890, came into operation, by which section 28 of the Act of 1883 is repealed and section 8 of the new Act is substituted, by which the position of a bankrupt, on application for discharge, is materially altered. On the application coming before the registrar, the official receiver reported certain facts against the bankrupt with reference to the provisions of the Act of 1890, and the question arose as to the position of a bankrupt adjudicated under the Act of 1883 seeking his discharge, after the Act of 1890 had come into operation. The question was referred to the bankruptcy judge for decision.

CAVE, J., said that the case was one of very considerable importance, and, having regard to the fact that a very large number of cases must depend upon the decision of it, it was advisable that that decision should be given at once. The question was—What was the construction to be put on section 29 of the Bankruptcy Act, 1890, read along with section 38 of the Interpretation Act, 1889? If the two Acts were read together it came to this—that section 28 of the Bankruptcy Act, 1883, should be repealed; but the repeal of that section should not affect any right, privilege, obligation, or liability acquired, accrued, or incurred under that section. By section 28 a right was given to a bankrupt who had been adjudicated under the Act of 1883 to make an application for discharge, subject to certain limitations and powers given to the judge who had to consider the application. No one could doubt that the Act of 1890 was intended prejudicially to affect the position of a bankrupt. It was thought that, under the Act of 1883, a bankrupt obtained his discharge without sufficient punishment, and without sufficient care being taken to preserve that standard of commercial morality which the Legislature wished to preserve, and it was undoubtedly intended by the Act of 1890 to make the position of a person adjudicated bankrupt, so far as his discharge was concerned, less easy and less comfortable than under the Act of 1883. His right was not affected, in so far that he was still able to apply; but it was affected in so much as that he would not get his discharge on such favourable terms as under the Act of 1883. It did seem that there was a right coupled with a liability, and that there was a right which had been affected, and, looking at the language of the Interpretation Act, 1889, it would appear that that was the very kind of thing that section 38 of that

Act was intended to meet. There was a very old and well-known saying—that by a new law the position in which a man found himself at the time when the law was passed ought not to be affected for the worse. It was true that under the Act of 1883 a man who had been adjudged bankrupt was held to be subject to have taken into account on application for discharge matters which he might have committed in trading before the Act of 1883 came into force; but it was going much further to say that, after he had become bankrupt and his position had become fixed, he was to have taken into consideration a state of the law which did not exist at the time when he was adjudicated bankrupt. If it were held that a man adjudicated under the Act of 1883 was nevertheless subject to the stringent liabilities of the Act of 1890, it would appear to be contrary to the plain meaning of the Interpretation Act, 1889. The court must, therefore, hold that, in all cases in which adjudication had taken place under the Act of 1883, the bankrupt had a right to have his application for an order of discharge dealt with under section 28 of that Act.—COUNSEL, *Herbert Reed; E. C. Willis, Q.C.; Muir Mackenzie.* SOLICITORS, *Wild & Wild; Warriner & Kinch; The Solicitor to the Board of Trade.*

Re **GRUBB**—Brentford County Court, 9th January.

Mr. Cecil Mercer, the official receiver and trustee, applied to his honour for his ruling on the following important points—viz., whether a bankrupt's discharge was to be subject to the penalties of the Bankruptcy Act, 1883, s. 28, or the Bankruptcy Act, 1890, s. 8, first, where the bankrupt had been adjudicated a bankrupt before the latter Act came into operation; and, secondly, where a petition had been presented before the Act came into operation, but adjudication took place subsequently.

His Honour Judge Stoxon ruled that in the first case the discharge was subject to the penalties and provisions of the Act of 1883, under the 38th section of the Interpretation Act, 1889, and expressed his opinion that it would be the same in the second case, which he thought was only natural justice.

Solicitors' Cases.

Re **A SOLICITOR**—Chitty, J., 13th January.

ATTACHMENT—SOLICITOR—DEFAULT BY SOLICITOR AS OFFICER OF THE COURT—BANKRUPTCY OF SOLICITOR—JURISDICTION—DEBTORS ACT, 1869 (32 & 33 VICT. c. 62), s. 4—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 9.

This was a motion to attach a solicitor for his default in non-payment of some £400 received by him professionally. It appeared that in January, 1890, the applicant, as executrix of a will, employed the respondent in proving the will and winding up the estate. He had received £6,365, and paid £5,493 only to his client's credit. The business was completed in June, 1890, and early in September, after an order had been obtained against him for delivery of his bill and cash account, these were delivered, shewing an admitted balance in favour of the applicant of £509. On the 27th of October an order was made against the respondent for payment of the £400 before the 7th of November, or within four days after service. The order was served on the 18th of November, and, not being complied with, notice of the present motion was served on the 25th of November. The motion stood over in order that some arrangement might be come to. The respondent was, however, in the meantime adjudicated bankrupt on his own petition, and had, it appeared, sold his business. The motion now coming on, the respondent set up the defence that he was protected from imprisonment by the Bankruptcy Act, 1883, s. 9, sub-section 1, and s. 10, sub-section 2. Section 9, sub-section 1, provides that on the making of "a receiving order . . . no creditor to whom the debtor is indebted in respect of any debt provable in bankruptcy shall have any remedy against the property or person of the debtor in respect of the debt," and by section 10, sub-section 2, a discretion is given to the court to stay pending proceedings, or allow them to continue. It now appeared that by the taxing master's certificate of the 12th of December, 1890, a balance of £613 was shewn to be due from the respondent to the applicant.

CHITTY, J., said that it had been held by North, J., in *Re Wray* (38 W. R. 67, 36 Ch. D. 138) that section 9, sub-section 1, of the Act of 1883 did not apply to attachment proceedings against a solicitor for default as an officer of the court, such proceedings not being in the nature of a civil process, but punitive or disciplinary, and that, under section 10, sub-section 2, the court had a discretionary power. North, J., had, in the case cited, exercised his discretion in favour of the respondent. The case went to the Court of Appeal, and the appeal judges declined to interfere with the discretion exercised. *Re Wray* had been approved of by the Divisional Court in *Mitchell v. Simpson* (37 W. R. 798, 38 W. R. 565, 23 Q. B. D. 183, 25 Q. B. D. 183). It was true that in *Re Simms, Simms v. Newbury* (38 W. R. 570), where the application was to attach a trustee under the Debtors Act, 1869, s. 4, Kekewich, J., held that the person of the debtor was protected by the Bankruptcy Act of 1883. It did not, however, appear that either *Re Wray* or *Mitchell v. Simpson* was cited to Kekewich, J. He (Chitty, J.) was persuaded that if they had been that Kekewich, J., would have followed them. In that position of things he (Chitty, J.) was bound to follow North, J.'s decision. That being so, all he had to consider was whether the conduct of the respondent was honest or dishonest, for that was the principle on which the decision turned in the well-known case before Jessel, M.R., of *Morris v. Ingram* (28 W. R. 454, 13 Ch. D. 338). He was unable to discover any excuse for the respondent, and the respondent had not, indeed, put anything forward in extenuation. He must, therefore, make an order as asked. At his lordship's suggestion the order was arranged to lie in the office for a fortnight.—COUNSEL, *Leonard Field; Johnston Watson.* SOLICITORS, *Field, Roscoe, & Co., for Budd & Co., Cheltenham; Leslie, Antill, & Arnold.*

LAW SOCIETIES

UNITED LAW SOCIETY.—January 12.—Mr. A. K. Common in the chair.—This being the first meeting held in the month of January, it was devoted to business.

LEGAL NEWS.

OBITUARY.

Mr. HERBERT MOREY LOW, solicitor, of 12, Bread-street, Cheapside, E.C., died at his residence, 110, Elgin-crescent, Notting-hill, on the 1st inst., aged thirty-five. He was educated at St. John's College, Hurstpierpoint, and was admitted a solicitor in 1877, joining his father, Mr. Edwin Low, in the firm of Smith, Fawdon, & Low. He was married twice, first to Catherine Neville, daughter of the Rev. Frederick Joplin, vicar of Webach, Suffolk, and secondly to Mary, daughter of Francis T. Selby, of Spalding, solicitor, by whom he leaves an infant daughter. His remains were interred at Kensal Green Cemetery, and his funeral was attended by many friends, both town and country. Mr. Low was the originator of the City Law Library, which has proved a great convenience to City solicitors. He was for many years, and up to his death, an active member of the Incorporated Law Society, taking part in the debates on subjects affecting the interests of the profession. Outside his profession he held for some years a commission as captain in the 1st Kent Artillery Volunteers, and, as a lover of music, was for many years hon. sec. of the London Gregorian Choral Association. His widow and friends have received numberless tributes of the esteem and regard in which he was held, few men of his age and position having so large a circle of friends.

Mr. ALBERT BARNES, solicitor (of the firm of Barnes & Pears), of 8, Sackville-street, Piccadilly, whose death took place on the 7th inst., was articled to Mr. John William Mecey, of Thatcham, Berkshire. He was admitted a solicitor in Hilary Term, 1861, and, after doing good work as a managing conveyancing clerk in Norwich and London, he became a partner in the well-known West-end firm of Cundy, Burrows, & Barnes. Mr. Cundy left the firm some years ago, leaving the business to be carried on by Mr. (now Sir) Frederick Burrows and Mr. Barnes, who about three years ago took into partnership Mr. Henry Temple Pears, M.A. Sir Frederick Burrows left the business at the end of 1889, whereupon Mr. Barnes became the senior partner in the firm of Barnes & Pears. But he was even then in failing health, and, though he attended to business more regularly than could have been expected, it was, for some time before his death, evident to his more intimate friends that his end was approaching. His illness became more serious on the 5th inst. and on the 7th of January he died at his residence, 60, York-terrace, Regent's-park. Mr. Barnes was married about 1877, to Miss Sarah Mortimer Siddall, who died in 1884, by whom he leaves three daughters. His loss will be regretted by a large circle of relations and friends, for he was not only a trustworthy and accurate lawyer, but a most generous man in private life.

APPOINTMENTS.

Mr. LEONARD JEFFERY, solicitor (of the firm of Jeffery & Clifton), of 8, New-inn, Strand, and Eastbourne, has been appointed Clerk to the Eastbourne Board of Guardians, and Superintendent-Registrar of Births, Deaths, and Marriages. Mr. Jeffery was admitted a solicitor in April, 1879.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

WILLIAM MANN and JOSEPH WILSON ROOKE, solicitors (Mann & Rooke), of Manchester. The said Joseph Wilson Rooke will carry on the practice under the style of Mann & Rooke. Dec. 31.

JAMES SHAW NEWSTEAD and EDMUND WILSON, solicitors (Newstead & Wilson), of Leeds. Dec. 31. [Gazette, Jan. 9.]

GENERAL.

Lord Coleridge has been confined to the house with a cold; but is better.

It is stated that Mr. Justice Denman has not sufficiently recovered from his recent attack of pleurisy to be able to take his seat in court, but hopes are entertained that the learned judge will before long resume his judicial duties.

Lord Justice Lopes is stated to have been shot in the hand whilst out with a shooting party on Thursday week, near his residence, Heywood House, Wilts. One of the party was shooting at a rabbit when a portion of the charge struck the judge's right hand, the wound bleeding profusely.

The *Albany Law Journal* says:—The newspapers give us an account of a verdict induced by prayer in a recent murder case in Kansas. The jury seemed unable to agree, and the judge brought a clergyman into court, sent for the jury, and subjected them to prayer (or possibly an address), in which a good deal was said on the immortality of the soul. The jury then retired, and almost immediately returned with a verdict of guilty. A somewhat similar case is *Shaw v. State* (in Georgia) (40 Alb. L. J. 102), where the bailiff took the jury to prayer-meeting pending the trial and before submission. The conviction was reversed.

With reference to Messrs. Rooks & Co.'s letter to the Inspector-General in Bankruptcy, to which we referred last week, they write to the *Times* en-

closing copy of his reply, as follows:—"Board of Trade, Jan. 10. Gentlemen,—I am directed by the Inspector-General in Bankruptcy to acknowledge the receipt of your letter of the 2nd inst., and, in reply, I am to state that the Inspector-General notes your intimation that you will accept service of any process which the Board of Trade may be advised to issue when the time has expired for transmission of accounts pursuant to section 25 of the Bankruptcy Act, 1890, and the rules thereunder. The Inspector-General also takes note of the grounds upon which you are prepared to challenge a legal decision on behalf of your client. I am, gentlemen, your obedient servant, F. WRETFORD.—Messrs. Rooks & Co., 16, King-street, Cheapside, E.C."

The *Pioneer* says:—There is a story told about Sir Barnes Peacock, this time in reference to an incident that occurred almost at the close of his Indian career, which, trifling as it may appear, illustrates the kindness of heart and love of justice which were at the root of his character. A poor old native woman came into his court with a piece of paper in her hand and cried for justice. Sir B. Peacock, instead of having her turned out, requested to see the document, and found that it was a judgment which rejected her claim on grounds which appeared to him to be *prima facie* unsound. He thought it was open to revision, and suggested to her an application for review. When he learned that the expense of such a process was entirely beyond the old woman's means, he ascertained the amount of her claim (some 200 rs.) and paid it out of his own pocket.

An interesting point (says the *Times*) has now arisen between the Corporation of Oxford and the university as to the costs of the prosecution of Riordan for shooting Dr. Bright. The bill was sent to the corporation, and was referred to a committee, which has just reported:—"That, having considered the *Riordan* case in the light of the fact that the cost of the prosecution was charged to the city, and in view of the jurisdiction claimed by the university in that case, they recommend that this council regrets that cognizance in the case was conceded to the Vice-Chancellor's Court, and declares that such cognizance was illegally claimed and exercised." The committee also advises that the Vice-Chancellor be requested to assist in promoting a conference between the university and city, "with a view to removing, if possible, the dual system of administering justice in this city or of mitigating its inconveniences." As to the question of liability for payment of the costs, it is proposed to take counsel's opinion. From the debate which followed, it appears that it is contended the university has now no jurisdiction in cases of felony, except by adopting a special procedure, which was not done in the present case.

At the Clerkenwell Police Court, William Henry Maryon, described as a solicitor's clerk, of Argyll-road, Castle-hill, Ealing, was brought up on remand charged with embezzling divers sums belonging to his employer. Mr. Henry Sacheverell Sherry, solicitor, of Raymond-buildings, Gray's-inn, said that the prisoner had been four years his managing clerk. On December 9, 1889, the prisoner absconded, certain matters being then known to be wrong, as to which he had been spoken to. Investigation subsequently shewed that he had embezzled money received, had appropriated money which he was not authorized to receive, and had stolen money supplied by witness for the business of the office. A warrant was obtained on December 20, 1889, but the prisoner had managed to evade arrest until Saturday morning, when intimation was sent to the police that he wished to surrender, and would be found at his home in Argyll-road, Ealing. A detective-sergeant went there, and found the prisoner, who said, "I'm glad you've come; I wanted to get it over." The prosecutor added that the prisoner's defalcations exceeded £1,000. The prisoner, being asked whether he had anything to say why he should not be remanded, replied, "I am guilty." It was said that he had only just got up from a bed of sickness, and had lately broken a leg. The magistrate ordered a remand, and, in consequence of the prisoner's condition, he was sent away in a cab.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, January19	Mr. Farmer	Mr. Ward	Mr. Beal
Tuesday20	Rolt	Pemberton	Pugh
Wednesday21	Farnier	Ward	Beal
Thursday22	Rolt	Pemberton	Pugh
Friday23	Farnier	Ward	Beal
Saturday24	Rolt	Pemberton	Pugh
	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.	Mr. Justice ROMER.
Monday, January19	Mr. Leach	Mr. Jackson	Mr. Carrington
Tuesday20	Godfrey	Clowes	Lavie
Wednesday21	Leach	Jackson	Carrington
Thursday22	Godfrey	Clowes	Lavie
Friday23	Leach	Jackson	Carrington
Saturday24	Godfrey	Clowes	Lavie

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from the Sanitary Engineering & Ventilation Co., 63, opposite Town Hall, Victoria-street, Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

If you require an advance upon House Property on advantageous terms, or if you desire to invest your money safely in Shares or in Deposit at a moderate rate of interest, apply to the TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Ladgate-hill, E.C.—[ADVT.]

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

SMYLY.—Jan. 9, at 36, St. George's-square, S.W., the wife of William Cecil Smyly, barrister-at-law, of a daughter.

MARRIAGE.

LAZARUS—LYONS.—Jan. 13, at 16, Gloucester-place, Portman-square, W., Edward Montague Lazarus, solicitor, 9, Union-court, Old Broad-street, to Fannie, youngest daughter of the late Barnett Lyons, of Plymouth.

DEATHS.

BARNES.—Jan. 7, Albert Barnes, solicitor, of 60, York-terrace, Regent's-park, and 8, Sackville-street, Piccadilly.

CABELL.—Dec. 22, at Sandringham-gardens, Ealing, Fanny Harriett, wife of William Lloyd Cabell, of Lincoln's-inn, daughter of the late Rev. G. R. Lawson, Vicar of Pitminster, Somerset, aged 57.

HORNE.—Jan. 9, at 44, St. James's-square, Bath, Major-General John Charles Horne, Staff Corps, late Judge-Advocate-General, Bengal, aged 61.

PINNEY.—Dec. 28, at Bombay, Robert William Spottiswoode Pinney, barrister-at-law, of Lincoln's-inn, and one of the judges of the Bombay Small Cause Court, aged 57.

RANDALL.—Jan. 7, at the Poplars, Ealing, Chadd Ragsdale Randall, solicitor, aged 55.

S. HARBES.—Jan. 9, in London, William Mason Scharlieb, of the Middle Temple, barrister-at-law, and Colonel of the Madras Volunteer Guards, aged 62.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Jan. 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

LAWRENCE AUTOMATIC GAS CO., LIMITED—Creditors are required, on or before Feb. 21, to send their names and addresses, and the particulars of their debts or claims to Charles Lee Nichols, 1, Queen Victoria st., Davidson & Morris, solers for liquidator.

IRONMID-WESTERN AND MIDLAND DISTRICT AUXILIARY RAILWAYS CO., LIMITED—Petition for winding up, presented Dec 6, directed to be heard before Kekewich, J., on Jan 17. Tilley, S. M., & Blacklock, Quality ct, Chancery ln, solers for ptrnr

PERSIAN INVESTMENT CORPORATION, LIMITED—Creditors are required, on or before Feb 20, to send their names and addresses, and to send the particulars of their debts or claims to Charles Lee Nichols, 1, Queen Victoria st. Arber & Lewis, Old Jewry chmbrs, solers for liquidators

SOUTH METROPOLITAN BREWING AND BOTTLING CO., LIMITED—Petition for winding up, presented December 18, directed to be heard before Kekewich, J., on Jan 17. Behrend, Bucklersbury, solers for ptrnr

UNLIMITED IN CHANCERY.

NANT PADARN PERMANENT BENEFIT BUILDING SOCIETY—Ptn for winding up, presented Jan 5, directed to be heard before the Court on Jan 17. Dunkerton & Son, Bedford row, agents for Evans, Holyhead, solers for petner

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

BAMBER & CO., LIMITED—Ptn for winding up, presented Jan 5, directed to be heard before Bristowe, V.C., at St George's Hall, on Monday, Jan 19, at 10.30. Rowley & Co, Manchester, solers for petner

FRIENDLY SOCIETY DISSOLVED.

HEART OF OAK LODGE, Independent Order of Oddfellows, Manchester Unity, Wheathead Inn, Ingleton, York. Jan 6

London Gazette.—TUESDAY, Jan. 13.

JOINT STOCK COMPANIES

LIMITED IN CHANCERY.

ARPAID GOLD SYNDICATE, LIMITED—North, J., has fixed Thursday, Jan 22, at 12, at his chambers, for the appointment of an official liquidator

ASSOCIATION OF PROPERTY OWNERS, LIMITED—By an order made by Chitty, J., dated Friday, Oct 31, it was ordered that the association be wound up. Watts & Co, Wood st, Cheapside, solers for ptrnr

ICELINE CO., LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims to C. O'Shaughnessy, 140, Tooley st, S.E.

MOUNT BRITTEN (QUEENSLAND) GOLD MINES, LIMITED—Kekewich, J., has fixed Jan 22, at 12, at his chambers, for the appointment of an official liquidator

PORTSMOUTH AND SOUTH HANTS ELECTRICITY SUPPLY CO., LIMITED—Creditors are required, on or before Feb 14, to send their names and addresses, and particulars of their debts or claims to William Edmonds, 46, St. James st, Portsmouth

SARAH CHEMICAL WORKS CO., LIMITED—Creditors are required, on or before Feb 21, to send their names and addresses, and the particulars of their debts or claims, to John Spencer, 42, Sandhill, Newcastle upon Tyne

TUNNEL DRIVING CO., LIMITED—Creditors are required, on or before Feb 9, to send their names and addresses, and the particulars of their debts or claims to Mr James Drayson Austen Norris, Suffolk House, Laurence Pountney hill

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 26.

BENNETT, MARY, Eaking, Notts. Jan 31. J. W. & G. E. Kirkland, Southwell

BENNETT, WILLIAM, Eaking, Notts, Gent. Jan 31. J. W. & G. E. Kirkland, Southwell

CARPENTER, GEORGE CLEVELLY, Cardiff, Boot Manufacturer. Jan 31. Morgan, Cardiff

CHATTERTON, WILLIAM, Hyde, Chester, Inkkeeper. Jan 27. Smith, Hyde

COOKSON, ANN, Islington. Feb 1. Newball & Co, Newark on Trent

CROSBY, MARGARET, Ranelagh st, Liverpool. Jan 20. Mearns & Boyle, Liverpool

GILBERT, THOMAS, Braceborough, nr Stamford, Farmer. Feb 28. Carr & Son, Road lane

HILDER, EDWARD, Brighton, Licensed Victualler. Jan 30. Mirams, Brighton

LEADBITTER, THOMAS, Staunton Harold, Leics, House Steward to Earl Ferrers. Jan 20. Smith & Mammatt, Ashby de la Zouch

LOUSADA, JOHN BARUB, Exeter, Esq. J.P. Feb 1. Tatham & Lousada, Old Broad st

MCFARLANE, WILLIAM, Heywood, Lancs, Dyer. Feb 3. Wallis, Heywood

PEEL, FREDERICK JOHN, Priory Lodge, Hampstead. Feb 7. Ford & Co, Bloomsbury sq

RUCK, MARY MARIA, King William st, Provision Merchant. Feb 9. Moodie & Mills, Basinghall st

RUTHERFORD, JANE, South Shields. Feb 6. Purvis, South Shields

SHANKS, MARY, South Shields. Feb 6. Purvis, South Shields

SHELLEY, SIR EDWARD, Avington Park, nr Winchester, Bart. Feb 2. Withall & Co, Bedford row

WILLIAMS, JOHN, Cardiff, Provision Merchant. Jan 31. Jenkins, Aberavon

WILLIAMS, WILLIAM, Tynycoed Farm, Bedwas, Mon, Farmer. Feb 3. Leigh, Cardiff

London Gazette.—TUESDAY, Dec. 30.

COTTELL, CHARLES, Bath, Builder. Jan 31. Simmons & Co, Bath

FORDERS, ALEXANDER, Buxton, Gent. March 2. Woodall & Marriott, Manchester

GORRILL, EDWARD, Standrows Head, nr Lancaster, Yeoman. Jan 31. Thompson, Lancaster

HADFIELD, MARY ANN, Derby. Feb 2. J. & H. F. Gadsby & Coxon, Derby

HARGREAVES, WILLIAM, Halliwell, nr Bolton, Esq. Jan 31. Broadbent & Heelis, Bolton

HARRISON, JAMES TOUCHET, Mark lane. Feb 26. Armstrong & Lamb, Old Jewry

HEATON, THOMAS WOOD, Higher Crumpsall, Manchester, Esq. Feb 10. Hinde & Co, Manchester

MOSS, GILBERT WINTER ZWILCHENHART, Plymouth, Captain in 2nd Battalion Dorset Regiment. Feb 6. Pradoc & Pradoc, Plymouth

OWEN, JOHN, Rosebush, Pembs, Colonel of the Royal Pembrokehire Militia. March 1. Thos. & W. D. Lewis, Narberth

RIVIS, THOMAS EDWARD, Southsea, Gent. Feb 8. Staffurth, Bognor

ROBERTS, JOSEPH, Cleckheaton, Yorks, Contractor. Feb 2. Curry, Cleckheaton

STUBBS, HUGH, Manchester, Merchant. Feb 5. Boote & Edgar, Manchester

TREE, SARAH, North Frattton, Portsmouth. Jan 24. Bolitho, Portsea

WILSON, ANNA, White Ladies rd, Bristol. Apr 1. Llewellyn, Newport, Mon

London Gazette.—FRIDAY, Jan. 2.

BAMFIELD, FANNY, East Stonehouse, Devon. Feb 5. Quick & Son, Tiverton, Devon

BAMFIELD, JOHN WILLIAM LEWIS, East Stonehouse, Devon, Clerk in Holy Orders. Feb 5. Quick & Son, Tiverton, Devon

BIRKETT, ANN, Kendal. Feb 14. Bolton, Kendal

BROGS, STEPHEN, Great Chart, Kent, Yeoman. Feb 2. Hallett & Co, Ashford

CALLAGHAN, CATHERINE, Stratford, Essex. Feb 15. Holcombe & Banks, Great James st, Bedford row

CHADWICK, SIR EDWIN, East Sheen, Surrey, K.C.B. Feb 1. Andrew & Co, Great James st, Bedford row

COOKE, THOMAS RODIE, Weston, nr Bath, Gent. Feb 22. Radcliffe, Devises, Wilts

COPE, CHARLES WEST, Maidenhead, Berks, Esq., R.A. Feb 18. Benning & Son, Dunstable, Beds

EARLE, HELEN JANE, Patahull rd, Kentish Town. Feb 14. Nevill, Furnival's inn

EARLE, JAMES WILLIAM, Canterbury, New Zealand, Esq. Feb 20. H. & H. W. Gibson, Ongar, Essex

ELLIMAN, SARAH ELIZABETH, Tring, Herts. Feb 14. T. G. Elliman, Tring

GAMMIE, MARY MACLEAN, Stanhope gdns, S.W. Feb 12. Stibbard & Co, Leadenhall st

GIBSON, RICHARD, Selwyn rd, Mile End Old Town, Gent. Feb 13. Whittington & Co, Bishopsgate st Without

GRAHAM, ELIZABETH ANDERSON, Craven Hill, Hyde Park. Feb 16. Western & Sons, Essex st, Strand

HEERING, THOMAS, Godmanchester, Hunts, Broker. Feb 2. Humbyton & Sons, Huntingdon

MORLEY, WILLIAM, Ashford, Kent, Gent. Feb 2. Hallett & Co, Ashford

SALABURY, EDMUND, Melbourne, Derby, Nurseryman. Feb 5. J & W H Sale, Derby

SCOTT, WILLIAM, Felpham, Sussex, Gardener. Feb 8. Staffurth, Bognor

SILCOCK, CHARLES, Tonn, Staffs. Feb 22. Heaton & Son, Burslem

SKEEL, THOMAS, Norfolk st, Strand, Surgeon. Feb 28. Campbell & Co, Warwick st, Regent st

TURNER, ROBERT, Worth, Sussex. Feb 12. Foster, Birchlin lane

WHETHAM, STEPHEN WILLIAM, Bridgport, Dorset Esq. February 7. Tucker, jun, Bridport

WILKES, JOHN, Birmingham, Wire Manufacturer. Feb 1. Rowlands & Co, Birmingham

WOOD, GEORGE, Great Chart, Kent, Beer Retailer. Jan 10. Hallett & Co, Ashford

London Gazette.—TUESDAY, Jan. 6.

ALEXANDER, GEORGE WILLIAM, Reigate, Surrey, Banker. Watney & Co, Lombard st

AYLWARD, WILLIAM PRICE, Salisbury, Gent. Jan 14. Powning, Salisbury

BAGNALL, STEPHEN, Cheddleton, Staffs, Miller. Feb 2. Heath, Hanley

BARNETT, THOMAS DAVIDSON, Coatham, Yorks, Gent. Feb 7. Spry, Middlesborough

BATES, CATHERINE, Cowbridge, Glam. Feb 2. Rees & Gwyn, Cowbridge

BOTT, WILLIAM, Southampton, retired Engineer. March 2. Hallett, Southampton

CAREY, MARY, Bath, Dealer in China. Feb 1. Bartlett, Bath

COOKE, SAMUEL, Coatham, Yorks, Wesleyan Minister. Feb 7. Spry, Middlesborough

GARDNER, FRANK, West Brighton, Gent. Feb 7. Hardwick, Brighton

GIBSON, CHARLES, Gt Yarmouth, Author. Feb 5. Morton & Co, Newgate st

GUNDEY, WILLIAM, Truro, Cornwall, Gent. Jan 22. Carlyon & Kerby, Truro

HADLEY, ELIZABETH, Kennington Park rd. Feb 10. Phelps & Co, Gresham st

HAYNES, ANN MARIA, Grimsbury, Northampton. Feb 15. Kilby & Mace, Banbury

HEVLIGH, COLONEL THEODORE CAMPBELL, Southsea. Jan 31. Nicholson, Lancaster pl, Strand

HILL, HANNAH, Plymouth. Feb 5. Bulteel & Rowe, Plymouth

HILL, JOHN, Compton Clifford, Devon, Gent. Feb 5. Bulteel & Rowe, Plymouth

HODGSON, ELLER, Edgbaston, Warwick. Feb 10. Reece & Co, Birmingham

HUSON, ELIZABETH, Brixton rd. Feb 2. Watney & Co, Lombard court

LAMB, MARY ANN, Ilfracombe. Feb 16. Turner, Lincoln's inn

LAVIE, EMMA JULIA, Cambridge st, Edgware rd. Feb 14. Radcliffe & Co, Craven st, Charing Cross

MASTERMAN, HARRIETT, Whitwood Mow, Featherstone, Yorks, Widow. Jan 24. Foster & Raper, and Scholefield, Pontefract

PHILLIPS, THOMAS, Rhosafaw, Llangathen, Carmarthen, retired Farmer. Feb 13. Thomas & Co, Swansea

PRYCE, GEORGE, Penyally, Kerry, Montgomery, Farmer. March 1. Williams & Co, Newtown

SACKVILLE, HOB LIONEL CHARLES CRANFIELD, Viscount CANTELUPE. Feb 14. Blake & Hoselme, Serjeant's inn, Fleet st

SAVERS, FLORENCE, Drayton Green rd, Ealing. Feb 14. Chapple & Co, Carter lane

SHIRT, JAMES, Fairfield, Derby, Farmer. Feb 1. Bennett & Co, Duxton

STORY, ROBERT, Workson, Notts, Butcher. Feb 3. Coulson, Workson

WALKER, ROBERT, Bath, Hay Merchant. Feb 1. Bartlett, Bath
 WILLIAMS, REV GEORGE, Hauxton, Cantab, Clerk. Feb 14. Ellison & Burrows, Cambridge
 WILSON, CHARLES THOMAS, Brynnewydd Sketty, nr Swansea. Feb 14. Stricks & Bellingham, Swansea
 WORKSON, JAMES, Bowling, Bradford, Coal Merchant. March 2. Hutchinson & Son, Bradford
London Gazette.—FRIDAY, JAN. 9.
 ABBOTT, SAMUEL, Broad st, Cheapside, Commission Merchant. March 7. Dowse, New Inn
 ALDAM, WILLIAM, Frickley Hall, Yorks, Esq. Feb 28. Ford & Waiters, Leeds
 BAKE, NATHAN, Leeds, Tea Dealer. March 2. Booth & Co, Leeds
 BAKER, EDWARD, Piddinghoe, Sussex, Brickmaker. Feb 2. Bedford, Newhaven
 BAKING, HARRIET, Birkdale, Southport. Feb 16. Keighley & Co, Liverpool
 BELTON, MARY ANNE, Mitcham, Surrey. Feb 11. Howard & Shelton, Tower chambers, Moorgate
 BLAIR, GEORGE BEATSON, Manchester, Merchant. Feb 20. Hinde & Co, Manchester
 BROWN, REV BARRY CHARLES, Cheltenham, Clerk. Jan 18. Bonnor, Gloucester
 BUCKWELL, MARTHA ELIZABETH, Brighton, Rope Dealer. Feb 26. Everard & Shapland, Brighton
 COHEN, LEOPOLD LOUIS, Birmingham, formerly Merchant. June 30. Solomon, Birmingham
 DUCKERBY, SAMUEL, Lancaster, Hotel Proprietor. Feb 9. Sharp & Son, Lancaster
 FEWKES, JOHN MERRIMAN, Gt Glen, Leicester, Surgeon. March 25. Stretton & Aysom, Leicester
 FULLER, ROBERT WILLES, Croydon, Auctioneer. Feb 23. Rowland & Hutchinson, Croydon, Surrey
 FULTON, JOHN BENNIE, Cork st, Burlington grdns, Gent. Feb 20. Squarey, Liverpool
 GALLOGLY, JANE, Patahull rd, Kentish Town. April 11. Maskell, Gt James st, Bedford Row
 GODDARD, MARIA, Sheffield. March 6. Wake & Co, Sheffield
 GUY, THOMAS PETER, Manchester, Coal Merchant. Feb 20. Sumner, Manchester and Patricroft
 HAWORTH, WALTER, Manchester, Yarn Agent. Feb 28. Addleshaw & Warburton, Manchester
 HAYES, ANN, Eccleston, nr St Helens, Beerhouse Keeper. Feb 28. Oppenheim & Malkin, St Helens
 HILTON, MARGARET, Park Bridge, nr Oldham. Feb 27. Rowntree, Oldham
 HODGKINSON, JANE FRANCES, Southwell, Notts. Feb 23. Metcalfe, Southwell, Notts
 JAGGARD, FREDERICK, Paulet rd, Camberwell, Commercial Traveller. March 5. Russ, King William st
 JONES, JOHN, Patricroft, nr Manchester. Feb 14. Griffiths & Bowden, Manchester
 LAZARUS, RACHEL, Colverston crescent, Dalston. Feb 2. Frost, Leadenhall st
 MULLER, MARGARETHA CATHERINE, Snaresbrook, Essex. Feb 1. Croft & S. Turner, Coleman st
 MORTEN, CHARLES, Slough, Bucks, Undertaker. Feb 28. Darvill & Last, Windsor
 NEWTON, ANNA FRANCES, Duxhurst, nr Horley, Surrey. Feb 9. Mutton & Co, Birch Lane
 NICKOLLS, WILLIAM, Wye, Kent, Yeoman. Jan 14. Hallett & Co, Ashford
 NUNN, EMMA, Ashley rd, Bristol. Feb 10. Jacques & Co, Bristol
 PHEL, WILLIAM, Harrogate, York, Esq. March 31. Killick & Co, Bradford
 PETERS, ESTHER, Flood st, King's rd, Chelsea. Feb 10. Oxley, Brighton
 QUARMBY, ROBERT WALKER, Shipley, Yorks, Painter. Feb 9. Morgan & Morgan, Bradford and Shipley
 RADLEY, GEORGE, Ossett, Gent. March 9. Stringer, Ossett, nr Wakefield
 ROBINSON, CHRISTIANA, Kingston upon Hull. Feb 5. Walker & Colbeck, Hull
 ROBINSON, WILLIAM MORSE, Croydon, Surrey, Banker. Feb 28. Rowland & Hutchinson Croydon
 SALSBUURY, EDMUND, Melbourne, Derby, Nurseryman. Feb 5. J. & W. H. Sale, Derby
 SKEA, JEREMIAH, North st, Edgware rd, Commission Agent. Jan 31. Scalfie, Edgware rd
 SKEWATER, RICHARD JAMES, Guildford, Surrey, Esq. Feb 7. Smallpiece & Sons, Guildford
 SOUTAR, MARY ANN, Union rd, Clapham. Feb 18. Nickinson & Co, Chancery lane
 STANNAN, EMMA MARY, Balham Hill, Surrey. March 25. Barnes & Bernard, Finsbury circus
 STONE, HENRY, Brighton, Commission Agent. Feb 23. Hillman, Lewes
 SWANN, JAMES, Kyber rd, Battersea, Builder. Feb 9. Long & Gardiner, Lincoln's inn fields
 TAYLOR, MILLES, Torquay, retired Grocer. Jan 20. Lamb & Moodie, Manchester
 WALKER-PICKARD, MARY ANN, Southbrook terrace, Bradford. Feb 20. Gaunt & Co, Bradford

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, JAN. 9.

RECEIVING ORDERS.

ARMSTRONG, JAMES, and THOMAS ARMSTRONG, Leigh, Lancs, Cloggers Bolton Pet Jan 6 Ord Jan 6
 CHISHAM, GEORGE CORNELIUS EDWARD, Landport, House Decorator Portsmouth Pet Jan 6 Ord Jan 6
 COOPER, ARTHUR EDWARD, Loughborough, Auctioneer, Leicester Pet Jan 5 Ord Jan 5
 CORREY, WILLIAM, Leytonstone rd, Stratford, Oilman High Court Pet Jan 6 Ord Jan 6
 CORSHULEY, GEORGE, Blackburn, Bedding Manufacturer Blackburn Ord Jan 5
 CRESSWELL, TOM, Rotherham, Butcher Sheffield Pet Jan 6 Ord Jan 6
 DAVIS, HENRY, Jewin st, Aldersgate st, Manufacturing Furrier High Court Pet Jan 6 Ord Jan 7
 DEWS, JOHN HENRY, Huddersfield, Coal Merchant Huddersfield Pet Jan 3 Ord Jan 3
 D'HOOGHE, HENRY ADOLPHUS, Hunnamby, Yorks, Auctioneer Scarborough Pet Jan 5 Ord Jan 5
 ECKARDT, ARTHUR J, Bromley, Kent, Builder Croydon Pet Dec 11 Ord Jan 6
 EDMUNDS, JOHN CHRISTOPHER, Penarth, Glam, Builder Cardiff Pet Jan 5 Ord Jan 5
 FOSTER, ROBERT, Colso, Lancs, Jeweller Burnley Pet Nov 14 Ord Jan 5
 GLEW, JAMES, Gooze, Yorks, Boot Maker Wakefield Pet Jan 5 Ord Jan 5
 GREFF, HENRY WILLIAM, Blunham, Beds, retired Farmer Bedford Pet Jan 3 Ord Jan 3

HARVEY, JAMES, Fonthill rd, Finsbury Park, Grocer High Court Pet Jan 5 Ord Jan 6
 JENKS, WILLIAM, and THOMAS ARCHIBALD WOOD, Berners st, Upholsters High Court Pet Jan 5 Ord Jan 5
 JONES, I W, Bristol, Grocer Bristol Pet Jan 2 Ord Jan 5
 LAWRENCE, L F, New Bond st, Art Dealer High Court Pet Oct 24 Ord Jan 7
 LLOYD, WILLIAM, Troedyrhiw, Glam, Mason Merthyr Tydfil Pet Jan 5 Ord Jan 5
 NUTHALL, WILLIAM FROST, Chapel rd, Notting Hill, retired General in Indian Army High Court Pet Jan 5 Ord Jan 5
 OATBRIDGE, FREDERICK, Colwall, Herefordshire, Innkeeper Worcester Pet Jan 5 Ord Jan 5
 PEARCE, JAMES, Kingston upon Hull, Jeweller Kingston upon Hull Pet Jan 7 Ord Jan 7
 PRICE, CHARLES, Swansea, Confectioner Swansea Pet Jan 7 Ord Jan 7
 ROPER, JOHN, Whitehaven, Aerated Water Manufacturer Whitehaven Pet Jan 7 Ord Jan 7
 SAMUEL, WILLIAM, Swansea, Licensed Victualler Swansea Pet Jan 7 Ord Jan 7
 STEPHENS, THOMAS, Brecon, Labourer Merthyr Tydfil Pet Jan 6 Ord Jan 6
 STONE, JAMES WILLIAM, Aveley, Essex, Coachbuilder Chelmsford Pet Jan 5 Ord Jan 5
 STONE, DAVID, Wharf rd, Millwall, Poplar, Paint Manufacturer High Court Pet Jan 3 Ord Jan 5
 THOMAS, RICHARD E., Cardiff, Banker's Clerk Cardiff Pet Dec 30 Ord Jan 5
 TIMMS, JOHN ROBERT, Liverpool, Tailor Liverpool Pet Jan 6 Ord Jan 6

WEAVER, GEORGE, Bellagio, nr East Grinstead, Builder Croydon Pet Dec 9 Ord Jan 6
 WEBSTER, WILLIAM, York, Glass Dealer York Pet Jan 6 Ord Jan 6
 WHITE, EDWARD, Bath, Chemist Bath Pet Jan 7 Ord Jan 7
 WILLIAMS, EDWARD, Mold, Flints, Surgeon Chester Pet Jan 5 Ord Jan 5
 YARDLEY, WILLIAM, South Duffield, Yorks, Cattle Dealer York Pet Jan 5 Ord Jan 5

FIRST MEETINGS.

ANDERSON, JAMES, Plymouth, Surgeon Jan 16 at 3.30 10, Atholburgh town, Plymouth
 ARMSTRONG, JAMES, and THOMAS ARMSTRONG, Leigh, Lancs, Cloggers Jan 19 at 3 16, Wood st, Bolton
 BIRD, THOMAS, Walsall, Brown Saffler Jan 21 at 12 Off Rec's Office, Walsall
 BREALEY, EDWARD, Grendon, Northamptonshire, Shoe Manufacturer Jan 17 at 3 County Court bldgs, Northampton
 BROOK, CHARLES BURCHETT, Coleman st, Secretary of Public Companies Jan 20 at 2.30 33, Carey st, Lincoln's inn fields
 BROOKS, REUBEN, late Gower st, Picture Dealer Jan 20 at 12 33, Carey st, Lincoln's inn fields
 BULLOCK, JESSE, jun, Middlesborough, Iron Worker Jan 20 at 3 Off Rec, 8, Albert rd, Middlesborough
 CARTER, JOSEPH GOSW, Wokingham, Berks, Butcher Jan 19 at 1 Queen's Hotel, Reading
 CHAMBERLAIN, CHARLES, West Bromwich, Baker Jan 19 at 10.30 County Court, West Bromwich

WHIEWALL, JAMES, Halifax, Gent. Feb 10. Humphreys & Hirst, Halifax
 WHITTAKER, JOHN ALFRED, Levenshulme and Ancoats, Manchester, Cabinet Maker. Feb 30. Mann & Rooke, Manchester
 WILLIAMS, EMMA, Patricroft, nr Manchester. Feb 14. Griffiths & Bowden, Manchester and Patricroft
 WRIGHT, MARY, Crown st, Leeds. Feb 9. Foster, Leeds
London Gazette.—TUESDAY, JAN. 13.
 ARMSTRONG, ELIZABETH, Newcastle upon Tyne. Feb 2. Stanton & Atkinson, Newcastle upon Tyne
 ARMSTRONG, JOHN, Greenstreet green, Kent, Doctor of Medicine. Feb 6. Caddick, West Bromwich
 BARROW, JOHN, Swinton, Lancs, Gent. Feb 28. Dendy & Paterson, Manchester
 BATCHELDOR, ELIZA, Sunninghill, Berks. Feb 7. Green & Moberly, Southampton
 BUTLER, EDWARD, Hatherley rd, Kew grdns, Surrey, Gent. March 1. Duffield & Bruty, Tokenhouse yd
 CHARLTON, JOHN, North Shields, Innkeeper. Feb 25. Charlton, jun, Blyth
 COOTE, FANNY, Westgate terr, Redcliffe grdns Feb 28. Coote & Ball, Cursitor st, Chancery lane
 CORNWELL, WILLIAM, Wenden, Essex, Farmer. March 1. W Gee & Son, Bishop's Stortford
 CRAVEN, HENRY, Bistree, Mold, Flint, Gent. Feb 10. Boydell & Co, Chester
 GAPP, SARAH, Barnsbury st, Islington. March 25. Jacques & Co, Ely place
 GERARD, THOMAS, Rumworth, Lancs, Gent. Feb 14. Cooper, Bolton
 GILBERT, WILLIAM, Salisbury. Feb 10. Bolton & Mote, Gray's inn sq
 HOPPER, JOHN, Blackburn. Jan 31. Marsden, Blackburn
 JARVIS, JAMES, Aston Manor, Warwick. Feb 9. Lane & Clutterbuck, Birmingham
 JEBB, WILLIAM FRANCIS, Campden grove, Kensington, Clerk to the Metropolitan Asylums Board. Feb 13. Rogers & Co, Victoria st
 JENNINGS, THOMAS, Yardley, Worcs, Licensed Victualler. Jan 19. Beale & Co, Birmingham
 KENYON, THOMAS, Clayton le Moors, Lancs, Grocer. Feb 17. Haworth & Broughton, Accrington
 KIRNEY, ELIZA, Ascot, Berks. March 10. Darvill & Last, Windsor
 KITCHING, JOHN, Pickering, Yorks, Gent. Feb 28. Watts & Kitching, Scarborough
 LAPECOMB, GEORGE HENRY Bournemouth, Wine Merchant's Agent. Feb 21. Parker, Sheffield
 LOWE, WILLIAM, New Radford, Nottingham, Bobbin Maker. Feb 28. Watson & Co, Nottingham
 MACHEN, ELLEN, Leamington. Feb 23. Field & Sons, Leamington
 MAYES, THOMAS, Cople, Beds, Labourer. Feb 13. Tebbis, Bedford
 MCCracken, JAMES, Liverpool, Master Porter. Feb 16. Bartlett & Atkinson, Liverpool
 MEAKIN, THOMAS, Derby, Gent. Feb 25. J. & W. H. Sale, Derby
 MINSHULL, FRANCES, Beddgelert, Carnarvon. Feb 21. Rooke & Sons, Lincoln's inn fields
 MURK, ELIZA CATHARINE, Tenterden, Kent. Feb 8. Mace & Sons, Tenterden
 PARKIN, FANNY BARNARD, Mortimer rd, Kilburn. Feb 18. Wynne & Son, Lincoln's inn fields
 POPKIN, ROBERT JAMES, Pill, Newport, Mon, Fitter. Jan 31. Hughes, Bridgend
 PYLE, GEORGE, Ormside st, Old Kent rd, Butcher. Feb 28. Lott, Great George st, Westminster
 RAMMELL, WILLIAM LAKE, Cropredy, Oxon, Gent. March 9. Footner & Son, Romsey
 ROBINSON, CHARLES, Rainhill, Lancs, Car Proprietor. Feb 28. Cross, Liverpool
 ROLLASON, GEORGE, Erdington, Warwick, Gent. Jan 31. Beale & Co, Birmingham
 ROUSE, ROBERT SAVERY, Aldershot, retired Col in Army Pay Department. Feb 7. Foster, Aldershot
 RUDDICK, MARY ELIZABETH, Leighton rd, Kentish Town. Feb 24. Davie, New inn, Strand
 SALSBUURY, EDMUND, Melbourne, Derby, Nurseryman. Feb 25. J. & W. H. Sale, Derby
 SANISTER, JOHN, St Peters, Thanet, Kent, Esq. March 25. Loughborough & Gedge, Austinfriars
 SHAW, DAVID THOMAS, Bishopsgate st Within, Merchant. June 1. Sanderson & Co, Queen Victoria st
 SYKES, JAMES, Milnsbridge, nr Huddersfield. Feb 8. Welsh & Sykes, Huddersfield
 THACKER, LOUISA, Brighton. March 10. Buckwell, Brighton
 THOMPSON, EMMA, Streatham, Surrey. Feb 25 Fleming, Trinity square, Southwark
 WALTERS, THOMAS, Liverpool, Joiner. March 1. McKenna, Liverpool
 WATTS, WILLIAM, Scarborough, Solicitor. Feb 28. Watts & Kitching, Scarborough
 WEBSTER, JOHN, Great Horton, Yorks, Dyer's Labourer. Feb 10. Morris & Charter, Bradford
 WILCOCK, ELIZABETH, Preston. March 14. Thompson & Craven, Preston
 WILLIAMS, ELIZABETH, Rhyl, Flint. Feb 14. Roberts, Rhyl

CHISHAM, GEORGE CORNELIUS EDWARD, Landport, House Decorator Jan 26 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth

COOPER, ARTHUR EDWARD, Loughborough, Auctioneer Jan 19 at 12.30 Off Rec, 34, Friar lane, Leicester

DAVIES, DAVID, Landore, Swansea, Working Collier Jan 20 at 12 Off Rec, 97, Oxford st, Swansea

DREWERY, WILLIAM, Methwold Hythe, Norfolk, Farmer Jan 17 at 11.30 Off Rec, 8, King st, Norfolk

FLINN, PATRICK MORRISON, Mawgan in Meneage, Cornwall, Clerk in Holy Orders Jan 16 at 11.30 Off Rec, Boscawen st, Truro

FROST, WILLIAM, Newbury, Berks, Fruiterer Jan 21 at 12.30 Off Rec, 5, Drowsell, Newbury, Auctioneers

GARWOOD, GEORGE WILLIAM, Plympton rd, Brondesbury, Draper's Assistant Jan 21 at 11.30, Carey st, Lincoln's inn fields

GOLDSMITH, GEORGE, Fernhead rd, St Peter's Park, Kilburn, Stockbroker's Clerk Jan 21 at 11.30, Carey st, Lincoln's inn fields

HARDMAN, ISAIAH, Kidderminster, Grocer Jan 19 at 2.15 B B Bagshot, solicitor, Kidderminster

HARRISON, THOMAS, Beckton, Yorks, Grocer Jan 20 at 3 Off Rec, 8, Albert rd, Middlesbrough

HIND, HENRY, Widmerpool, Notts, Iron Merchant Jan 17 at 12 Off Rec, St Peter's Church walk, Nottingham

LIMBRICK, THOMAS A, Porth, Glam, Builder Jan 19 at 3 Off Rec, Merthyr Tydfil

LOEWEY, SIGMUND, Hackins Hey, Liverpool, General Merchant Jan 27 at 2 Off Rec, 35, Victoria st. Liverpool

MASON, WILLIAM, City rd, Cabinet Maker Jan 22 at 11.30, Carey st, Lincoln's inn

NASTI, ALFRED, Newman st, Wine Merchant Jan 21 at 2.30, 33, Carey st, Lincoln's inn

PARKINSON, J. & Co, Weighman rd, Harringay pk, Builders Jan 22 at 12 Bankruptcy bldgs, Lincoln's inn

PELLIOLO, GIOSE, Mintern st, New North rd, Hoxton, Cabinet Maker Jan 22 at 2.30, 33, Carey st, Lincoln's inn

POPE, WILLIAM HENRY, late Birmingham, Managing Director of Pope's Fish Co. Jan 21 at 11.25, Colmore row, Birmingham

RICHMOND, ALFRED, Bradford, Yeast Dealer Jan 17 at 11 Off Rec, 31, Manor row, Bradford

RICHTER, H., The Avenue, Bruce grove, Tottenham, Commission Agent Jan 16 at 3 Off Rec, 95, Temple chambers, Temple

SPANIER, MAGNUS, Edith grove, Chelsea, Art Dealer Jan 21 at 2.30, 33, Carey st, Lincoln's inn fields

THOMPSON, ROBERT, jun, Diss, Norfolk, Farmer Jan 17 at 12 Off Rec, 8, King st, Norfolk

WEBSTER, WILLIAM, York, Glass Dealer Jan 20 at 12 Off Rec, York

WHITMARSH, JOHN LLOYD, Thurlow place, South Kensington, Doctor of Medicine Jan 22 at 12.30, Carey st, Lincoln's inn fields

WILLIAMS, JOHN, Harborne, Staffs, Blacksmith Jan 23 at 11.25, Colmore row, Birmingham

WRIGHT, BEYCE, Savile row, Metallurgist Jan 21 at 12.30, Carey st, Lincoln's inn fields

YARDLEY, WILLIAM, South Duffield, Yorks, Cattle Dealer Jan 20 at 11.15 Off Rec, York

The following amended notice is substituted for that published in the London Gazette, Jan. 6.

BURDIS, MARY ANN, Newcastle on Tyne, Draper Jan 21 at 12 Bankruptcy buildings, 34, Lincoln's inn fields

ADJUDICATIONS.

ARMSTRONG, JAMES, and THOMAS ARMSTRONG, Leigh, Lanes, Cloggers Bolton Pet Jan 6 Ord Jan 7

BIDWELL, THOMAS, sen, Cambridge, Butcher Cambridge Pet Dec 8 Ord Jan 5

CARTER, JOSEPH GOSS, Wokingham, Berks, Butcher Reading Pet Dec 29 Ord Jan 5

CHISHAM, GEORGE CORNELIUS EDWARD, Landport, House Decorator Portsmouth Pet Jan 6 Ord Jan 6

COLEMAN, HENRY WILSON, and HERBERT EDWARD COLEMAN, Birmingham, Grocers Birmingham Pet Jan 3 Ord Jan 6

COOPER, ARTHUR EDWARD, Loughborough, Auctioneer Leicester Pet Jan 3 Ord Jan 5

CORREY, WILLIAM, Leytonstone rd, Stratford, Oilman High Court Pet Jan 6 Ord Jan 6

CRESSWELL, TOM, Rotherham, Butcher Sheffield Pet Jan 6 Ord Jan 6

CURTICK, ALFRED JAMES, Newcastle on Tyne, Tobaccoist Newcastle on Tyne Pet Jan 2 Ord Jan 5

D'HOOGHE, HENRY ADOLPHUS, Hummanby, Yorks, Auctioneer Scarborough Pet Jan 5 Ord Jan 5

EDMONDS, JOHN CHRISTOPHER, Penarth, Glam, Builder Cardiff Pet Jan 5 Ord Jan 5

OATRIDGE, FREDERICK, Colwall, Herefordshire, Innkeeper Worcester Pet Jan 5 Ord Jan 5

GLEW, JAMES, Goole, Yorks, Boot Maker Wakefield Pet Jan 5 Ord Jan 5

GRABERT, EDMUND BROOKHEAD, Croydon, Surrey, Clerk in the G P O High Court Pet Jan 3 Ord Jan 5

GRIFF, HERBERT WILLIAM, Blunham, Beds, retired Farmer Bedford Pet Jan 3 Ord Jan 3

HALLIWELL, WILLIAM, Littleborough, Lanes, Cotton Waste Dealer Oldham Pet Dec 17 Ord Jan 3

HARLEY, WILLIAM H., Liverpool, Licensed Victualler Liverpool Pet Dec 2 Ord Jan 6

HARRISON, THOMAS, Brompton, Yorks, Grocer Stockton on Tees and Middlesbrough Pet Nov 26 Ord Jan 6

LLOYD, WILLIAM, Troedyrhiw, Glam, Mason Merthyr Tydfil Pet Jan 5 Ord Jan 5

MUNDAY, ALBERT WILLIAM, and EDWIN HARCOURT TILYARD, New Bridge st, Public house Brokers High Court Pet June 19 Ord Jan 5

PELLIOLO, GIOSE, Mintern st, New North rd, Hoxton, Cabinet Maker High Court Pet Dec 30 Ord Jan 5

PICKFORD, JAMES, Essex rd, Islington, Builder High Court Pet Nov 19 Ord Jan 5

PRICE, CHARLES, Swansea, Confectioner Swansea Pet Jan 7 Ord Jan 7

PRICE, EDWARD THOMAS, present address unknown, retired Deputy Commissary of Army High Court Pet Nov 15 Ord Jan 5

ROPER, JOHN, Whitehaven, Aerated Water Manufacturer Whitehaven Pet Jan 7 Ord Jan 7

SAMUEL, WILLIAM, Swansea, late Licensed Victualler Swansea Pet Jan 7 Ord Jan 7

SPELLER, FREDERICK GRAY, Forest Drive, West Leytonstone, Colonial Broker High Court Pet Dec 15 Ord Jan 5

STEPHENS, THOMAS, Brocon, Labourer Merthyr Tydfil Pet Jan 6 Ord Jan 6

STOCK, JAMES WILLIAM, Aveley, Essex, Coachbuilder Chelmsford Pet Jan 5 Ord Jan 5

STORER, DAVID, Wharf rd, Millwall, Poplar, Paint Manufacturer High Court Pet Jan 3 Ord Jan 5

WAGEMAN, DEBORAH ELIZABETH, Brighton, Proprietress of a Lady's School Brighton Pet Dec 15 Ord Jan 7

WEBSTER, WILLIAM, York, Glass Dealer York Pet Jan 6 Ord Jan 6

WEYMOUTH, HENRY, Lancelfield st, Queen's Park, Builder High Court Pet Dec 1 Ord Jan 5

WILLIAMS, EDWARD, Mold, Flint, Surgeon Chester Pet Jan 5 Ord Jan 5

YARDLEY, WILLIAM, South Duffield, Yorks, Cattle Dealer York Pet Jan 5 Ord Jan 5

London Gazette—TUESDAY, Jan. 13.

RECEIVING ORDERS.

BETTS, WILLIAM MITCHELL, Norwich, Builder Norwich Pet Jan 10 Ord Jan 10

BIELBY, RICHARD, Sancton, Yorks, Joiner Yorks Pet Jan 8 Ord Jan 8

BULLARD, HARRY, Norwich, Plumber Norwich Pet Dec 29 Ord Jan 8

CHITTELE, JOSHUA, Bedford, Shoe Manufacturer Bedford Pet Jan 8 Ord Jan 8

COLEMAN, BENJAMIN EDWARD, Folkestone, formerly Publican Canterbury Pet Jan 9 Ord Jan 9

DAWKINS, GEORGE, GEORGE WILLIAM DAWKINS, and JOHN HENRY DAWKINS, Wellingborough, Stonemasons Northampton Pet Jan 8 Ord Jan 8

DICKINSON, STANLEY, Bury, Journalist Bolton Pet Jan 8 Ord Jan 8

DIX, JOHN, jun, Hendon, Brewer Barnet Pet Oct 31 Ord Jan 7

DIXON, NEWBY, Bradford, Merchant Bradford Pet Jan 10 Ord Jan 10

EDWARDS, CHARLES, Bourton, Dorset, late Farmer Salisbury Pet Dec 19 Ord Jan 8

EVANS, EDMUND, Llanwladfan, Montgomery, Farmer Newtown Pet Jan 9 Ord Jan 9

FESTIMAN, JAMES, Ospringe, Kent, Carter Canterbury Pet Jan 7 Ord Jan 7

GEE, CHARLES, Leicester, Publican Leicester Pet Jan 8 Ord Jan 8

HOOPEE, ALBERT, Whitehaven, Stockbroker Whitehaven Pet Dec 22 Ord Jan 9

HOPKINS, WILLIAM, Fairford, Glos, Agricultural Engineer Swindon Pet Jan 9 Ord Jan 9

HUNTER, MARY, Lancaster, Innkeeper Preston Pet Jan 8 Ord Jan 8

JONES, CATHERINE, Llanrwst, Denbighshire, Farmer Portmadoc and Blaenau Ffestiniog Pet Jan 8 Ord Jan 8

JONES, CHARLES, Rusholme, Manchester, Butcher Manchester Pet Jan 7 Ord Jan 7

JONES, JAMES, Barnsley, Grocer Barnsley Pet Jan 9 Ord Jan 9

JONES, JOHN, Aberystwyth, Mon, Innkeeper Newport, Mon Pet Jan 10 Ord Jan 10

LEWIS, HENRY PELLE, Colchester, Plumber Colchester Pet Jan 10 Ord Jan 10

NEWSOME, WILLIAM, Laisterdyke, Bradford, Grocer Bradford Pet Jan 10 Ord Jan 10

OLDING, EDMUND, Idmiston, Wilts, Farm Bailiff Salisbury Pet Jan 9 Ord Jan 9

PLATT, W. A. CORRY, Duke st, Manchester sq, of no occupation High Court Pet Oct 11 Ord Jan 10

SMITH, GEORGE HENRY, Norwich, Baker Norwich Pet Jan 9 Ord Jan 9

THOMPSON, JOHN GEORGE, Sunderland, Tailor Sunderland Pet Jan 7 Ord Jan 7

TODD, ANDREW CRAIG, Tattenhall, Chester, Congregational Minister Chester Pet Jan 5 Ord Jan 8

WARD, DAVID, jun, Birmingham, Stockbroker's Clerk Birmingham Pet Dec 20 Ord Jan 10

WILCOX, JOHN THOMAS, Leamington, Hatter Warwick Pet Jan 6 Ord Jan 6

WITHERS, HENRY, Bristol, Decorator Bristol Pet Jan 8 Ord Jan 8

YARDLEY, H. E., Charles st, St James's High Court Pet Oct 8 Ord Jan 8

FIRST MEETINGS.

BIELBY, RICHARD, Sancton, Yorks, Joiner Jan 22 at 12.15 Off Rec, York

BOUMPHREY, JOSEPH, and SAMUEL WILLIAMSON, Liverpool, Coat Factors Jan 27 at 3 Off Rec, 35, Victoria st, Liverpool

BROWNE, MAXIMILIAN, Dewhurst rd, West Kensington, late Stockbroker's Clerk Jan 23 at 2.30 Bankruptcy bldgs, Lincoln's inn fields

CHARTER, JOSIAH, Noble st, Falcon sq, Manufacturer's Agent Jan 23 at 12 Bankruptcy bldgs, Lincoln's inn fields

CORBISHLEY, GEORGE, Blackburn, Bedding Manufacturer Jan 21 at 1 County Court House, Blackburn

COX, WILLIAM, Headingley, Leeds, Builder Jan 20 at 11 Off Rec, 22, Park row, Leeds

CRESSWELL, TOM, Rotherham, Butcher Jan 22 at 3 Off Rec, Figtree lane, Sheffield

DENCH, ALBERT HILL, Arundel, Sussex, Butcher Jan 21 at 1 Norfolk Hotel, Arundel

DICKINSON, STANLEY, Bury, Journalist Jan 21 at 11.10, Wood st, Bolton

EDWARDS, CHARLES, Bourton, Dorset, Farmer Jan 23 at 12.30 Off Rec, Salisbury

GEE, CHARLES, Leicester, Publican Jan 22 at 12.30 Off Rec, 34, Friar lane, Leicester

GILL, JOHN, Batley Carr, Yorks, Confectioner Jan 20 at 3 Off Rec, Bank chambers, Batley

GREEN, JOHN HENRY, Leeds, Boot Manufacturer Jan 20 at 12 Off Rec, 22, Park row, Leeds

JOHNS, F. W., Bristol, Grocer Jan 28 at 12 Off Rec, Bank chambers, Bristol

OATRIDGE, FREDERICK, Colwall, Herefordshire, Innkeeper Jan 22 at 10.45 Off Rec, Worcester

OLDING, EDMUND, Idmiston, Wilts, Farm Bailiff Jan 23 at 3 Off Rec, Salisbury

PHILFOTT, FREDERICK HOWMAN, Droitwich, Baker Jan 22 at 10.30 Off Rec, Worcester

PRIOR, CHARLES, late of Tring, Herts, Builder Jan 20 at 12.1, St Aldate's, Oxford

RICE, M. R., Shepherd's Bush rd, Builder Jan 21 at 1.33, Carey st, Lincoln's inn

ROBERTS, ROBERT OWEN, Holyhead, Fruit Dealer Jan 23 at 2.30 Crypt chambers, Chester

ROPER, JOHN, Whitehaven, Aerated Water Manufacturer Jan 23 at 2.67, Duke st, Whitehaven

THOMPSON, JOHN GEORGE, Sunderland, Tailor Jan 20 at 3 Off Rec, 25, John st, Sunderland

VERITY, WILLIAM COLBURN, Cheltenham, Pawnbroker Jan 20 at 3.30 County Court bldgs, Cheltenham

WHITE, EDWARD, Lower Weston, Somerset, Chemist Jan 21 at 12.30 Off Rec, Bank chambers, Bristol

WHITE, MARTIN LUTHER, Newhaven, Sussex, Grocer Jan 20 at 12 Off Rec, 4, Pavilion bldgs, Brighton

WILCOX, JOHN THOMAS, Leamington, Hatter Jan 21 at 10.15 Off Rec, 17, Hertford st, Coventry

WITHERS, HENRY, Bristol, Decorator Jan 28 at 12.30 Off Rec, Bank chambers, Bristol

ADJUDICATIONS.

ANDERSON, JAMES, Plymouth, Surgeon East Stonehouse Pet Dec 29 Ord Jan 8

BAINES, EDWARD, Beechcliffe, Keighley, Provision Salesman Bradford Pet Jan 1 Ord Jan 8

BETTS, WILLIAM MITCHELL, Norwich, Builder Norwich Pet Jan 10 Ord Jan 10

BIELBY, RICHARD, Sancton, Yorks, Joiner York Pet Jan 7 Ord Jan 8

BULLARD, HARRY, Norwich, Plumber Norwich Pet Dec 27 Ord Jan 8

DAWKINS, GEORGE, GEORGE WILLIAM DAWKINS, and JOHN HENRY DAWKINS, Wellingborough, Stonemasons Northampton Pet Jan 8 Ord Jan 8

DICKINSON, STANLEY, Bury, Journalist Bolton Pet Jan 8 Ord Jan 8

DIXON, NEWBY, Bradford, Merchant Bradford Pet Jan 9 Ord Jan 10

FESTIMAN, JAMES, Ospringe, Kent, Carter Canterbury Pet Jan 7 Ord Jan 7

GREENHOW, JOSEPH, Turton, nr Bolton, Clothes Dealer Manchester Pet Nov 14 Ord Jan 8

HALDON, Rt Hon LAWRENCE HESKETH, Baron, Turkey Exeter Pet Nov 5 Ord Jan 9

HARVEY, JAMES, Fonthill rd, Finsbury Park, Grocer High Court Pet Jan 5 Ord Jan 9

HEROLD, FRANK, Jewin crescent, Merchant High Court Pet Dec 8 Ord Jan 8

HUNTER, MARY, Lancaster, Innkeeper Preston Pet Jan 7 Ord Jan 8

JONES, CHARLES, Rusholme, Manchester, Butcher Manchester Pet Jan 7 Ord Jan 10

JONES, JAMES, Barnsley, Grocer Barnsley Pet Jan 8 Ord Jan 9

JONES, JOHN, Aberystwyth, Mon, Innkeeper Newport, Mon Pet Jan 10 Ord Jan 10

LEWIS, HENRY PELLE, Colchester, Plumber Colchester Pet Jan 10 Ord Jan 10

LEWIS, MARCUS H., Gray's inn sq, Solicitor High Court Pet April 29 Ord Jan 5

MARSH, EDWARD, High st, Southall, Butcher Windsor Pet Dec 27 Ord Jan 7

NEWSOME, WILLIAM, Laisterdyke, Bradford, Grocer Bradford Pet Jan 10 Ord Jan 10

SMITH, GEORGE HENRY, Norwich, Baker Norwich Pet Jan 9 Ord Jan 9

STEVENSON, JAMES, Savile Town, Dewsbury, Tailor Dewsbury Pet Dec 9 Ord Jan 9

THOMPSON, JOHN GEORGE, Sunderland, Tailor, Sunderland Pet Jan 7 Ord Jan 7

WELCH, JOSEPH THOMAS, Streatham, Surrey, Pianoforte Dealer Wandsworth Pet Dec 9 Ord Jan 9

WHITE, MARTIN LUTHER, Newhaven, Sussex, Grocer Lewes and Eastbourne Pet Dec 15 Ord Jan 9

WILCOX, JOHN THOMAS, Leamington, Hatter Warwick Pet Jan 6 Ord Jan 10

WRIGHT, BEYCE, Savile row, Metallurgist High Court Pet Nov 29 Ord Jan 8

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

EDE AND SON,

ROBE MAKERS,

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

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Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

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94, CHANCERY LANE, LONDON.

SALES BY AUCTION FOR THE YEAR 1891.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tuesday, Jan 27	Tuesday, May 5	Tuesday, July 28
Tuesday, Feb 10	Tuesday, May 12	Tuesday, Aug 4
Tuesday, Feb 24	Tuesday, May 26	Tuesday, Aug 11
Tuesday, March 3	Tuesday, June 2	Tuesday, Aug 18
Tuesday, March 10	Tuesday, June 9	Tuesday, Aug 25
Tuesday, March 17	Tuesday, June 16	Tuesday, Oct 6
Tuesday, March 24	Tuesday, June 23	Tuesday, Oct 13
Tuesday, April 7	Tuesday, June 30	Tuesday, Oct 20
Tuesday, April 14	Tuesday, July 7	Tuesday, Nov 3
Tuesday, April 21	Tuesday, July 14	Tuesday, Nov 10
Tuesday, April 28	Tuesday, July 21	Tuesday, Nov 17

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c. Detailed Lists of Investments, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the 1st of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST OF ESTATES AND HOUSES TO BE SOLD OR LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

EAST DULWICH.

Ten acres of choice Freehold Building Land, occupying a very prominent position, 5 miles from the Bank of England, having extensive frontages to Woodward-road and Townley-road, Dulwich-rise. Ripe for prosperous Building operations in superior class moderate detached, Semi-Detached, and Terrace Houses and Shops. Those being erected, let or sell before completion. A few minutes' walk from East and North Dulwich and 5 other Stations, near the new Dulwich-park, College, Middle Class Girls' and Boys' Schools, the intended London County Cricket and Athletic Grounds, and the most rural and beautiful suburb near the metropolis.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER will SELL at the MART, on TUESDAY, FEB. 10, at TWO, in One Lot, the above valuable FREEHOLD BUILDING ESTATE. Particulars, plan, &c., of H. N. Grenside, Esq., Solicitor, No. 27, Great George-street, Westminster; at the Plough Hotel, Lordship-lane; and of the Auctioneers, 80, Cheapside.

KENT.

West Malling.—Valuable Freehold Property within a few minutes' walk of West Malling Station on the L. C. & D. Railway, five miles from Maidstone, and about 30 miles from London.

MR. R. T. HAMILTON will OFFER by AUCTION, at the SWAN HOTEL, West Malling, on THURSDAY, JANUARY 22nd, 1891, at THREE o'clock, in One Lot, the valuable FREEHOLD PROPERTY, comprising the detached residence, with coachhouses and stabling, good kitchen and flower gardens, lawn, and large productive orchard, known as "Lavenders." Also four brick-built cottages and about four acres of rich pasture land, the whole comprising about seven acres, and having an important return frontage.

Particulars and conditions of sale of Messrs. Bloxam, Eliason, & Co., 1, Lincoln's-inn-fields, W.C.; The Star Hotel, High-street, Maidstone; The Queen's Hotel, Snodland; The Bridge Hotel, Tunbridge Wells; The Swan Hotel, West Malling; and of the Auctioneer, MacLise Mansion, facing Addison-road Station, Kensington, London, W.

STIMSON'S LIST OF PROPERTIES for SALE for the present month contains 2,000 investments and can be had free. Particulars inserted without charge. It is the recognized medium for selling or purchasing property by private contract.—Mr. STIMSON, Auctioneer, Surveyor and Valuer, 2, New Kent-road, S.E.

MR. B. A. REEVES, LAND AGENT AND SURVEYOR, LONSDALE CHAMBERS, 27, CHANCERY-LANE, is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on Moderate Terms. The Management of Property and Collection of Rents undertaken.

NOS. 3 and 4, LINCOLN'S-INN-FIELDS (looking South).—A very fine Suite of Large, Light, and lofty Offices, on the first floor, to be Let, in a handsome building; suitable for a firm of solicitors, a public company, or others; hall porter in uniform.—For rent apply on the premises, or to Mr. THOMAS CLARK, 65, Chancery-lane, W.C.

TO LAW STATIONERS.—Attractive Shop to be Let, in the best part of Chancery-lane.—Apply to Mr. THOMAS CLARK, 65, Chancery-lane, W.C.

SALES FOR THE YEAR 1891.
Telephone, No. 1,503.—Telegraphic address, London.

MESSRS. BAKER & SONS beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, Shares, and other Properties, will be held at the MART, Tokenhouse-yard, E.C., on the following FRIDAYS during the year 1891:—

January 23	May 8	July 24
February 13	May 15	July 31
February 27	May 22	August 21
March 6	May 29	September 4
March 13	June 5	September 18
March 20	June 12	October 2
April 3	June 19	October 23
April 10	June 26	November 13
April 17	July 3	November 27
April 24	July 10	December 11
May 1	July 17	

Auctions can be held on other days besides those above specified.—No. 11, Queen Victoria-street, E.C.

Special Notice.—Sales of Freehold Land in plots for 1891.

MESSRS. BAKER & SONS beg to announce that their AUCTIONS OF FREEHOLD, Seaside, and other Plots of Land in all parts of England, which have hitherto been so successful, will take place every week throughout the season commencing in February. As considerable detail is requisite in preparing for these Auctions an early intimation from owners of property desirous of availing themselves of these sales is invited.—No. 11, Queen Victoria-street, E.C.

FREEHOLD GROUND-RENTS.

By order of the Executors of the late Captain Edward Brace.—Admirably adapted for the investment of trust funds.

MESSRS. FULLER & FULLER are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, London, E.C., on TUESDAY, JANUARY 22nd, 1891, at TWO, in Lots, valuable FREEHOLD GROUND-RENTS, amounting to £82 10s. per annum, amply secured upon Nos. 3 to 8, Holland-park-terrace, Notting-hill, with early reversions to the rack rentals, now estimated to produce £80 per annum.—Particulars, plan, and conditions of sale may be obtained at the Mart; of W. W. Gabriel, Esq., Solicitor, Portugal-street-buildings, Lincoln's-inn, W.C.; or of the Auctioneers, at 70, Queen-street, Cheapside, London, E.C.

WHITECHAPEL.

Important Freehold Land, having two extensive frontages, and occupying a ground area of about 9,750 square feet. With Possession.

MESSRS. FULLER, HORSEY, SONS, & CASSELL are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, FEBRUARY 18th, at TWO precisely, in One Lot, a PLOT of valuable FREEHOLD LAND, forming the site of two sugar houses in Christian-street, Commercial-road, with frontages of 120 feet to Christian-street, and 95 feet 6 to St. Paul-street, by a depth of 80 feet, the total ground area being about 9,750 square feet. The ground is at present covered with buildings partially dismantled, the removal of which will leave an excellent site available either for the erection of artisan's dwellings or for extensive warehouses with loading facilities to two streets, and the materials of the existing buildings could be utilized in a new structure. Particulars may be had of Messrs. Parson, Lee, & Holmes, Solicitors, Abchurch-lane, Sherborne-lane, E.C.; at the Mart; and of the Auctioneers, 11, Billiter-square, E.C.

Important Freehold Portland Cement Works, near Cambridge, with siding to the Great Northern Railway.—With Possession.

MESSRS. FULLER, HORSEY, SONS, & CASSELL are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on WEDNESDAY, FEB. 18, at TWO precisely (unless previously disposed of by Private Treaty), the following FREEHOLD PROPERTIES, which will be offered in Five Lots, as under:—

Lot 1. The Standard Portland Cement Works, situate in the parish of Barrington, near Cambridge, occupying an area of about 230 acres, together with the whole of the modern fixed plant and machinery, capable of producing upwards of 300 tons of cement per week; the buildings comprise grinding mills, drying sheds, pipe press and brick-making houses, Dietzsch kiln house 140ft. by 43ft., engine and boiler houses, chimney shafts, cement stores, stables, manager's house, two cottages, &c.; there exists on the estate a valuable bed of cement marl, which, when drawn and broken, goes direct to the kilns for burning, thus effecting the very considerable saving of the cost of washing, slurry pumping, drying, &c., and beneath the marl deposit is a rich layer of coprolites; there is also a farmhouse and homestead, with the right to farm about 210 acres of the surface land, known as Barrington Farm; this farm is held at a rent of £147 per annum, on a lease not binding on the vendor as a mortgage, but is sold subject to the tenants' rights (if any) under the Tenants' Compensation Act, 1890.

Lot 2. A Farmhouse, Homestead, Orchards, Town Windmill, and Garden, occupying an area of 17a. 3r. 54p.

Lot 3. Cottage and Orchards; let at £7 per annum.

Lot 4. Plot of Freehold Land on the Orwell-road, occupying nine acres.

Lot 5. The four-ninths of a Plot of Land adjoining, comprising 9a. 3r. 29p.

May be viewed by orders to be obtained of the Auctioneers, and particulars had of Messrs. Walters, Deverell, & Co., Solicitors, 9, New-square, Lincoln's-inn; of Messrs. Nash, Field, & Withers, Solicitors, 12, Queen-street, Cheapside, E.C.; of Tansley Witt, Esq., Accountant, 40, Chancery-lane; at the Mart; and of Auctioneers, 11, Billiter-square, London, E.C.

TO TRUSTEES.—Excellent City Freehold Investment.—To be Sold, a most secure Investment, comprising a large warehouse in a valuable locality, close to Newgate-street; let to a responsible firm on a repairing lease at £1,300 per annum; the tenants pay all rates, taxes, &c., and insure; price to pay, 5 per cent.—Apply to Messrs. JONES, LANG, & Co., 3, King-street, Cheapside, E.C.

WIMBLEDON, SURREY.—Preparation for Eton, Harrow, and Winchester.—Rev. W. A. Bryan, M.A., Receives Little Boys intended for these three schools. Five minutes' walk from the common. Every effort made to insure the comfort and happiness of the boys. Prospectus on application to Helmsley School, Wimbledon, S.W.

OFFICES and CHAMBERS.—Lofty and Well-lighted Offices to be Let at Lonsdale Chambers, No. 27, Chancery-lane, W.C. Also large, well-furnished Rooms for Meetings, Arbitrations, &c.; Electric Light throughout the building.—Apply to Messrs. C. A. HARRISON & Co., Chartered Accountants, on the premises.

TO SOLICITORS and Others.—Weekly and Troublesome Small Property.—Mortgagees and Owners wishing to see a return for capital invested in this class of property should employ Messrs. WILMOTT, Experienced Rent Collectors and Estate Agents, of 63 and 65, Goldhawk-road, Uxbridge-road, W. Fixed and moderate charges.

WANTED.—Securities for several large sums of money waiting Investment on Mortgage, £10,000 at 3½ per cent. (landed estate only), £3,000 to £5,000, 4 to 4½ per cent. on freehold or leasehold residences or business places.—BELL, WILLIAMS, SOX, & Co. Land Agents, 40, North John-street, Liverpool.

CLARE MARKET CLUB, HOLLES-STREET, near Royal Courts of Justice.

President.—Rt. Hon. W. H. SMITH, M.P.

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Subscriptions are solicited from members of the Legal Profession for the support of this Club, which has been established for the use of the working men of this district adjoining the Law Courts. Larger premises are urgently required.

Gentlemen willing to assist are requested to send their names and subscriptions to H. H. TWINING, Esq., 215, Strand, W.C.; or to G. A. FISHER, Esq., 5, Pitt-street, Kensington; or subscriptions may be paid direct to the account of the Club at Messrs. TWININGS, Bankers, 215, Strand.

FACTS HUNTED UP; Registers Searched;

Wills Found; Pedigrees Traced; in British Museum, Record Office, and Local Registries. Books and Papers Copied and Translated in any Language from Manuscript or Type.—PEACOCK & PEACOCK, Antiquarian Genealogists, 1, Doughty-street, W.C.

RESIDENT PATIENTS.—A List of Medical

Men in all parts willing to receive into their homes Resident Patients, together with a full description of the accommodation offered, terms, &c., can be had without charge from Mr. G. B. STOCKER, 8, Lancaster-place, Strand, W.C.

THE Managers of the Higher Grade Branch

of the KILBURN ORPHANAGE (Church of England) are WILLING to ADOPT entirely ORPHAN and Friendless CHILDREN of Upper and Middle Classes. Inclusive terms, £50 to £100. The children receive an excellent education, and when 18 or 19 years of age are provided with situations as teachers, &c.—Application to be made to the Secretary, Miss ASHDOWS, 27, Kilburn Park-road, London, N.W.

BOOKS BOUGHT.—To Executors, Solicitors, &c.—HENRY SOTHERAN & CO., 136, Strand, and 36, Piccadilly, PURCHASE LIBRARIES or smaller collections of Books, in town or country, giving the utmost value in cash; also value for PROBATE. Experienced valuers promptly sent. Removals without trouble or expense to sellers. Established 1816. Telegraphic Address, Bookmen, London. Code in use, Unicodes.

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Total Invested Funds over £1,600,000.

E. COZENS SMITH,

General Manager.

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IN LANDED or FUNDED PROPERTY or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED), 10, Lancaster-place, Waterloo Bridge, Strand. Established 1855. Capital, £500,000. Interest on Loans may be capitalized.

F. S. CLAYTON, Joint

C. H. CLAYTON, Secretaries.